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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. January 25, 2011

455 North Main
First Floor Boardroom

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on January 11, 2011

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA

1. *SUB2006-00079 -- Plat of Backwoods Addition located south of 69th Street North and east of West Street (extended).

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 4)

1. *Closed Circuit Television Headend and Network Security Equipment Upgrade - Budget Adjustment and Supplemental Agreement No. 4 - Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget increase and the supplemental agreement and authorize the necessary signatures.

2. *Landside Utilities, Phase I - Change Order No. 3 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Change Order and authorize the necessary signatures.

3. *2011 Schedule of Fees and Charges Resolution.

RECOMMENDED ACTION: Adopt the Resolution implementing a schedule of fees and charges, all to be retroactively effective to January 1, 2011.

4. *Snow Removal Vehicles with Displacement Plow Acquisition - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the capital project budget and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Brewer, Vice Mayor Longwell, Council Member Lavonta Williams, Council Member Sue Schlapp, Council Member Roger Smith, Council Member Paul Gray, and Council Member Janet Miller to attend the LKM City Hall Day at the Capitol in Topeka, KS, February 2-3, 2011.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA ITEMS 1 THROUGH 16A)

1. Report of Board of Bids and Contracts dated January 24, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Tara Pike	WalMart Supercenter #1221	6110 West Kellogg Drive
Margarita Evelyn Kellen	Walgreens#02750	555 South Broadway
Margarita Evelyn Kellen	Walgreens#03301	5505 East Harry
Margarita Evelyn Kellen	Walgreens#05793	710 North West
Margarita Evelyn Kellen	Walgreens#06006	9525 East 21 North
Margarita Evelyn Kellen	Walgreens#06170	555 North Maize
Margarita Evelyn Kellen	Walgreens#06362	333 West 13th
Margarita Evelyn Kellen	Walgreens#05770	3150 South Seneca
Jason S Cunningham	Walgreens#07147	1555 South Broadway
Kenny Nguyen	PP Station	2601 North Broadway
Jeff Parke	Kwik Shop, Inc	2142 North Webb Road
<u>Renewal</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
Cheryl Gehlen	Annex Lounge LLC**	6305 East Harry
Enriqueta Garcia	Taco's Raymundo*	1716 West 21st North
Matthew J Ryan	Two Brothers BBQ*	3750 North Woodlawn Ste 102
J Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	333 East 47th Street South

* General/Restaurant 50% or more gross revenue from sale of food.

** Tavern less than 50% of gross revenues from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (None)

RECOMMENDED ACTION: Receive and file.

4. Deeds and Easements:

- a. Easements across City Owned Property at West Millbrook Park for the 119th Street West from Kellogg to Maple Improvement Project. (District V)

RECOMMENDED ACTION: Accept documents.

5. Consideration of Street Closures/Uses.

- a. Community Events Intrust Bank Arena Kid Rock. (District I)
- b. Community Events Intrust Bank Arena Winter Jam. (District I)

RECOMMENDED ACTION: Approve street closure.

6. Agreements/Contracts:

- a. Street Resurfacing Project on K-15 Highway, between I-135 and the Kansas Turnpike. (District III)
- b. Third Amendment to the Contract for Professional Engineering Services for Remediation of Harcos/TriState. (District III)
- c. Hold Harmless Agreement for 2760 South Roosevelt. (District III)
- d. Joint Funding Agreement with USGS for Hydro-Biological Monitoring Program for Phase II of the Equus Beds Recharge Project.
- e. Contract for Worker's Compensation Medical Services.
- f. Supplemental Agreement No. 6: ASR Program Management Services.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Property Acquisition:

- a. Acquisition of Land for a Pipeline Easement at the Northwest Corner of 135th Street West and 125th Street North for the Integrated Local Water Supply Plan. (Harvey County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

8. Minutes of Advisory Boards/Commissions:

Wichita Board of Appeals of Plumbers and Gas Fitters, December 1st, 2010
Wichita Airport Advisory Board, December 6, 2010
Board of Park Commissioners, December 20, 2010
Joint Investment Committee, December 2, 2010
Board of Code Standards and Appeals, December 6, 2010
Board of Park Commissioners, January 10, 2011

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, and VI)

Property Address

Council District

- a. 2139 East Shadybrook
- b. 2961/2965 South Rutan
- c. 2524 West 36th North

I
III
VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on March 8, 2011 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Proposed Assessment Rolls:

Proposed Assessment Rolls have been prepared for two (2) water projects, two (2) sewer projects and two (2) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 28, 2011 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 11, 2011.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 8, 2011.

11. Proposed Assessment Rolls:

Proposed Assessment Rolls have been prepared for seven (7) paving projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 14, 2011 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 4, 2011.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 8, 2011.

12. Report on Claims for December, 2010.

RECOMMENDED ACTION: Receive and file.

13. Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.

RECOMMENDED ACTION: Approve the Memorandum of Agreement and authorize the necessary signatures.

14. Donation of a Temporary Construction Easement at 3546 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)

RECOMMENDED ACTION: It is recommended that the City Council accept the easement.

15. Emergency 24" Water Transmission Main Repair. (District IV)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval project.

16. Second Reading Ordinances: (First Read January 11, 2011)
 - a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

**City of Wichita
City Council Meeting
January 25, 2011**

TO: Mayor and City Council

SUBJECT: SUB2006-00079 -- Plat of Backwoods Addition located south of 69th Street North and east of West Street (extended).

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-1)

Background: The site, consisting of five lots on 5.6 acres, is unplatted and located in the County within three miles of Wichita's city limits. The site is zoned Rural Residential.

Analysis: The site has been approved by County Code Enforcement for the use of on-site sewage disposal facilities and water wells.

This plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

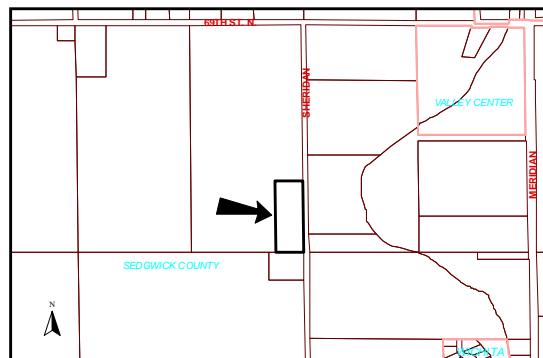
Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: There are no legal considerations associated with the plat.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.

Attachments: There are no attachments associated with the plat.



**City of Wichita
City Council Meeting
January 25, 2011**

TO: Wichita Airport Authority

SUBJECT: Closed Circuit Television Headend and Network Security Equipment Upgrade
Budget Adjustment and Supplemental Agreement No. 4
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment and Supplemental Agreement.

Background: On December 3, 2004 AECOM (formerly called DMJM) was selected by the City Staff Screening and Selection Committee to provide airport program and construction management services for a variety of projects including buildings, airfield pavements, roads, security and utilities. On October 26, 2010 the Wichita Airport Authority (WAA) approved the project to modernize the current Closed Circuit Television (CCTV) surveillance system equipment which serves the entire Mid-Continent Airport campus and established a budget of \$110,000 for design, bid and related services.

Analysis: Contractor proposals for equipment purchase, integration and installation services of the existing CCTV infrastructure and end devices are currently undergoing staff evaluation with a construction contract to follow. AECOM will provide construction management services for this project. Supplemental Agreement No. 4 has been prepared for a not-to-exceed amount of \$110,008 for these services.

Financial Considerations: A budget increase of \$115,000 is requested at this time to allow AECOM to provide their services which brings the total budget to \$225,000. Once the construction contract is developed and that amount is known a budget increase will be requested to support the construction. The project estimated costs of \$1,500,000 will be funded with a combination of Passenger Facility Charges (PFCs) and Transportation Security Administration (TSA) funding. The total AECOM contract is summarized below:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$4,552,857	Program Manager Contract	5/31/2005
SA#1	21,521	Terminal Security Cameras Const. Phase Services	2/9/2010
SA#2	445,094	Contract Amendments	3/9/2010
SA#3	574,668	Six-Month Time Extension	7/20/2010
SA#4	<u>110,008</u>	Construction Management for existing CCTV upgrade	1/25/2011
	\$5,704,148	Total Fee	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through providing services which enhance the security of the Airport facilities.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget increase and the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 4.

Supplemental Agreement # 4
To The
Agreement for Professional Services Dated June 7, 2005
Between
Wichita Airport Authority, Wichita, Kansas
Party of the First Part, Hereinafter Called The
“Owner”
And
AECOM (DMJM Aviation)
Party of the Second Part, Hereinafter Called The
“Program Manager”

WITNESSETH:

Whereas, there now exists a Contract dated June 7, 2005, Supplemental Agreement #1 dated February 9, 2010, Supplemental Agreement #2 dated March 9, 2010 and Supplemental Agreement #3 dated July 20, 2010 between the two parties covering Program Management services to be provided by the Program Manager at Wichita Mid-Continent Airport.

Whereas, Paragraph VII. C. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

Whereas, it is the desire of both parties that the Program Manager provide additional services required for the Project and receive additional compensation (as revised herein):

Now Therefore, the parties hereto mutually agree as follows:

The Program Management Contract will be amended with this supplemental agreement to include the following services:

Construction Management Services for Existing CCTV System, Head-End and Network Equipment Upgrade (Package 6C).

A. SCOPE OF SERVICES

The Scope of Work for the services will be as described in attachments.

B. PAYMENT PROVISIONS

Payment to the Program Manager for the performance of the above listed services required by this agreement shall be made on the basis of the actual hourly costs plus a fixed fee amount as further specified in the attached Cost Proposals. The total compensation shall be not-to-exceed \$110,008 (\$97,785 for cost plus a fixed fee in the amount of \$12,223).

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

In Witness Whereof, the Owner and the Program Manager have executed this Supplemental Agreement as of this _____ day of _____, _____.

ATTEST:

WICHITA AIRPORT AUTHORITY
2173 Air Cargo Road
WICHITA, KANSAS 67209

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President

“OWNER”

By: _____
Victor D. White, Director of Airports

CONSULTANT ATTEST:

Name: AECOM
Address: 2202 N. West Shore Boulevard, Suite 455
Tampa, FL 33607

By: 
“CONSULTANT”

Title: Sr. Vice President

By: _____

Title: _____

APPROVED AS TO FORM:

Attorney: _____ Date: _____

Attachments:

Scope of Services
Cost Estimate

Project No.: Existing CCTV System, Head-End and Network Equipment Upgrade.

Construction Management Services

Scope of Services

AECOM Transportation is pleased to submit this Scope of Services for Construction Management Services for package 6c.

1. The Consultant shall provide construction contract administration and shall, provide administrative coordination and communication among the Consultant, the Owner, Contractors, and other appropriate parties.
2. The Consultant shall facilitate the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operational and environmental.
3. The Consultant shall monitor all shop drawing submittals.
4. The Consultant shall review and monitor schedules submitted by the Contractor(s) to ensure the proper level of activity, development, duration and report any deviations and recommended corrective actions.
5. The Consultant shall evaluate for appropriateness, Proposed Changes in the work including, contract time and/or cost. The Consultant will not authorize changes to the Project without Owner's approval.
6. The Consultant shall prepare change orders, review periodic & final payment requests, and manage requests for information.
7. The Consultant shall attend and facilitate, as needed bi-weekly site meetings with the Contractors, and attend overall coordination meetings with the Contractor, and, as appropriate, with the Owner.
8. The Consultant shall provide inspection, as needed, to observe and document the progress and quality of the Work and its conformance to the Contract Documents, quantity and type of work force the contractor(s) have on site, inventory of equipment on site and its utilization and other quantifiable factors to be made a part of the project record.
9. The Consultant shall evaluate and observe testing for acceptance. The Consultant shall ensure technical inspection reports are in a format approved by the Owner and received by the Consultant in a timely manner.
10. In conjunction with the Owner, the Consultant shall coordinate the preparation of lists of incomplete or defective work ("Punch Lists") by the Contractor prior to Acceptance. When incomplete work or defective work has been remedied, the Consultant shall advise the Owner of Project completeness, and assist in issuing, upon the Owner's concurrence, a Certificate of Acceptance.
11. The Consultant shall, at the conclusion of corrective action of all Punch List items, make a final inspection of the facilities and, prepare a report of the final inspection for the Owner and shall make recommendations to and assist the Owner in establishing the Final Acceptance of the Work.

12. The Consultant shall monitor the Contractor's progress of as-built record documents in a manner determined by the project team and acceptable to the Owner. This includes Contractor contemporaneously updating Contract Drawings, Specifications and other documents necessary to create a comprehensive as-built record.
13. The Consultant shall remain apprised of all airport operational activity that may have an impact on construction activities and coordinate those activities accordingly. Conversely, the Consultant shall also coordinate with the proper stakeholders those construction activities that may impact operational activities.
14. The Consultant shall review all project closeout documents and reports in accordance with the requirements of the Owner and TSA.
15. The Consultant will document project and provide copies of all correspondence to Owner.
16. The Consultant will keep a daily log of work activity.
17. Work shall be in compliance with Owner's and TSA regulations and procedures.

PC#19.2 PM/CM Services during Construction for Pkg 6c

1. Direct Salary Cost

<i>Staff Member or Title</i>	<i>Hours</i>	<i>Field/ Home Office</i>	<i>Rate/ Hour</i>	<i>Direct Salary Cost</i>
1.1 Tim Stites/IT Systems Inspector	338	Field	\$42.34	\$ 14,311
1.2 Geoff Galtere/Project Manager	22	Home	\$88.40	\$ 1,945
1.3 Mike Carter/ Program Manager	103	Field	\$78.07	\$ 8,041
1.4 Deidra McCall/Assistant Program Manager	171	Field	\$27.58	\$ 4,707
1.5 Shannon Bauer/Business Analyst	98	Field	\$28.11	\$ 2,755
1.6 Anthony Taylor/Project Engineer	208	Field	\$30.75	\$ 6,396
1.7 Don Belles/Constructon	28	Field	\$44.13	\$ 1,236
	946	Field		\$ 37,445
	22	Home		\$ 1,945
	968	Total		\$ 39,389
Salary Escalation			3.50% 0.0 yrs 0.00%	\$ -
			Total Direct Salary Cost	\$ 39,389
2. Labor and General & Administrative Costs	Field 121.51% 45,499	Home 160.88% 3,129		\$ 48,628
3. Subtotal of Items 1and 2			Fully Burdened Labor	\$ 88,017
Total for Direct Labor				\$ 88,017
4. Direct Nonsalary Expenses				
Supplies	\$ -		\$ -	
Hotel	\$ 89	32 days	\$2,848	
Per diem	\$ 56	40 days	\$2,240	
Travel	\$ 285	8 trips	\$2,280	
Vehicle	\$ 300	8 trips	\$2,400	
Others				
	11.1%		Total Direct Nonsalary Expenses	\$ 9,768
5. Subtotal of Items 3 and 4				\$ 97,785
6. Fixed Payment	12.50% of Item 5			\$ 12,223
7. Subcontract Cost				
[Name of Subcontractor]	<u>Hours</u> 0.0	<u>Labor</u> \$0.00/hr	<u>ODC</u> \$0	<u>Total</u> \$0
			Total Subcontract Cost	\$ -
8. Total Cost				\$ 110,008

**City of Wichita
City Council Meeting
January 25, 2011**

TO: Wichita Airport Authority

SUBJECT: Landside Utilities, Phase I
Change Order No. 3
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Change Order No. 3.

Background: On July 7, 2009, through the Board of Bids process, the Wichita Airport Authority (WAA) contracted with Dondlinger and Sons, Inc. to relocate critical utilities to provide a clear construction site for the new terminal building and to relocate Mid-Continent Drive in preparation for the terminal project. The project relocated and consolidated utilities in the way of the upcoming new terminal to provide continuous services for the terminal area; constructed a vehicle inspection station with security cameras; and relocated the main entrance road to better accommodate the upcoming new terminal, parking garage and parking lot expansion.

Analysis: Change Order No. 3 is a wrap-up change order to address enhanced signage for public safety and wayfinding; night work on an electrical circuit to minimize disruption; added traffic control and barricading due to delay of terminal project; relocation of a water main due to a too shallow depth to survive construction; change light pole foundations due to a conflict with underground utilities; remove light poles that had been abandoned; and site work east of the Administration Building to improve drainage. Following is a list of Change Orders for this project:

	Amount	Description	Date
Contract	\$5,110,446	Contract with Dondlinger & Sons	7/7/2009
CO No. 1	11,374	Construction Changes	4/6/2010
CO No. 2	23,969	Additional circuits and splicing	5/25/2010
CO No. 3	<u>121,255</u>	Signage, Barriers, Lightpoles, Circuit and Site Work	1/25/2011
	\$5,267,044	<u>Total Contract</u>	

Financial Considerations: The cost of this change order is an increase of \$121,255, and is covered by the existing budget of \$7,900,000. The new contract amount is \$5,267,044 and reflects a two percent increase over the original contract. Funding for this project is from FAA Airport Improvement Program (AIP) Grant funds, Passenger Facility Charges and General Obligation bonds paid for with Airport revenue.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided, and which will prepare the site for the future terminal building.

Legal Considerations: The Law Department has approved the Change Order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Change Order and authorize the necessary signatures.

Attachments: Change Order No. 3.

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

CHANGE ORDER

No. 3

Dated Monday, November 22, 2010

Owner's Project No. _____ FAA AIP No. 3-20-0088-60 City of Wichita No. 455-361-3

Project: Terminal Area Redevelopment Program: Landside Utilities Phase 1 and Mid-Continent Drive Relocation
At Wichita Mid-Continent Airport, Wichita Kansas

Owner: The Wichita Airport Authority

Contractor: Dondlinger & Sons Construction Co., Inc. Contract Date: 28 July 2009

Contract For: (a) Reroute Mid-Continent Drive at approach to new Terminal Building. (b) New connection from Air Cargo Road and new return from northbound roadway. (c) Three lanes of new roadway and two commercial vehicle lanes in front of new Terminal to east crosswalk location. (d) Curbs, barrier wall, and decorative roadway lighting at commercial vehicle island (no sidewalk paving). (e) Paving, removable bollards and chains, and utility services for vehicle inspection area. (f) Reroute sanitary sewer west of new Terminal around footprint of new Terminal location. (g) Electric power duct bank and feeders around west and south sides of long- and short-term parking lots to allow for future garage construction. (h) Electric power duct bank north to interconnect with Phase 2 of the Midfield Road project. This duct bank will be used in Package 9 for the 2 primary feeders (T5 and T6) to serve the new Terminal. (i) Conduit for Westar roadway lighting. Westar to provide lighting. (j) Communications duct bank from the Administration Building to Air Traffic Control Tower, with extensions for connection to Safety Building, future New Terminal Building, and existing Terminal Building. (k) Communications Cable: (1) Copper cable for telephone system from Administration Building to existing Terminal Building. (2) Multi-mode fiber optic cable in air-blown fiber tube for existing security system from Safety Building to future East Data Center located in existing Terminal Building. (3) Multi-mode fiber optic cable in air-blown fiber tube for existing network from future West Data Center located in Administration Building to Server Room located in existing Terminal Building. (4) Multi-mode fiber optic cable in air-blown fiber tube for existing network from future West Data Center located in Administration Building to Server Room located in existing Terminal Building. (5) Single-mode fiber optic cable in air-blown fiber tube for existing network from future West Data Center located in administration Building to Safety Building. (6) Single-mode and multi-mode fiber optic cable in air-blown fiber tube for existing network from future East Data Center located in existing Terminal Building to Safety Building. (7) Single-mode fiber optic cable in innerduct from future East Data Center located in existing Terminal Building to West Data Center located in Administration Building. (8) Innerduct pathway for Level 3 from future East Data Center located in existing Terminal Building to Administration Building. Contractor to coordinate cable installation by others within required Phase 1 time frame. (9)

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

Dedicated FAA copper cabling spliced from Manhole CMH-4 to Manhole CMH-11(E). (l) New and modified communications duct north from the Administration Building to interconnect with Phase 2 of the Midfield Road Project and across Mid-Continent Drive, with innerducts for use by third-party communications service providers. (m) Demolition of roadways, parts of employee parking lots, fountain and utilities in conflict with new construction. (n) Reconfiguration of Parking Lot C to final layout. (o) Traffic control. (p) Temporary roadways. (q) Reconfiguration of short-term parking lot for long-term temporary commercial vehicle roadway use. (r) Long-term temporary relocation of rental car parking adjacent to the short-term parking lot into the long-term parking area. (s) New storm drain system to serve the relocated Mid-Continent Drive, drainage from the front side roof and canopy of the new Terminal Building, and drainage from the site of the proposed parking garage. (t) Relocate and refurbish one existing truss sign, reusing its existing sign panels, and install three new ground-mount signs.
Phase 1 items include the communications duct bank and cable described in Items (j) and (k), including all required terminations and testing. Phase 2 items include all remaining work except installation of sod, which was delayed by winter weather.

To: Dondlinger & Sons Construction Co., Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

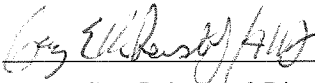
Carl Brewer, Owner

Date: _____



Victor White, Director of Airports

Date: 1/13/11



Gary Rebenstorf, Director of Law
Approved as to form

Date: 12-8-10

Attest

Date: _____

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

Nature of Changes:

- 1] Place the same message as is on Wayfinding Sign #8 [LONG TERM PARKING↑ / RENTAL CAR RETURN↷]. The cost for this change is \$934.00. There is no change in contract time due to this change.
- 2] Relocate existing Guidance Sign (Labeled WAA #1) [←AIRLINE TERMINAL ←US-54/400 : AIRLINE TERMINAL→] from the current location on Air Cargo Road east of the FedEx Facility to the new location across from the entrance of the new Mid-Continent Drive/Air Cargo Road Access Road. The cost for this change is \$2,900.00. There is no change in contract time due to this change.
- 3] Perform the work to install the new W3 (12-4) Circuit from the junction box in the basement of the Terminal Building in Room B11 to the Switchgear SS-3 at Substation 'S' during off-hours from 7PM to 5AM and provide a credit for a new junction box that was not installed. The cost for this change is \$555.75. There is no change in contract time due to this change.
- 4] Replace the two (2) YIELD signs with two (2) STOP Signs and install a 20' x 2' White Stop Bar on the Mid-Continent Drive/Air Cargo Road Access Road. The cost for this change is \$910.00. There is no change in contract time due to this change.
- 5] Regrade/Reshape the existing ground, clean away the existing vegetation, and install sod for the area outside the construction limits of the project in front of the WAA Administration Building between the WAA Safety Parking Lot, Air Cargo Road, and the WAA Administration Building Parking Lot. The cost for this change is \$4,753.05. There is no change in contract time due to this change.
- 6] Provide and install 750 linear feet of new concrete safety jersey barrier curb parallel to the right side of the right lane of the new Mid-Continent Drive where it parallels the new Commercial Vehicle Lane. The cost for this change is \$29,265.00. This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.
- 7] Relocate fifteen (90') of the existing plastic orange and white safety barriers from the left side of the current Commercial Vehicle Lane Entrance to the entrance of the new Commercial Vehicle Lane Entrance blocking both lanes from nose-to-nose of each of the island gores. The cost for this change is \$866.70. This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.
- 8] Add logos of the four rental car companies to the Rental Car Pedestrian Sign R-33-A [RENTAL CAR PARKING→] and Sign R-34-A [RENTAL CAR PARKING↑ shown on Sheets GS600.02A and Drawing No. 3 of Addendum #3. The cost for this change is \$283.00. This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.
- 9] Replace the existing sign to add logos of the four rental car companies to Wayfinding Sign #6 [←RENTAL CAR PICK UP AND RETURN] set in the grassy area east of the Terminal Building East Crosswalk and south of the current Commercial Vehicle Lane. The cost for this change is \$389.00. This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.
- 10] Change the LS4 Light Pole Foundations from 4' deep to 8' deep (Detail G1a) where there are no underground utility conflicts, and to 2'-6" minimum deep on a 4' x 4' x 12" deep reinforced concrete spread footing (Detail G1b) for any poles that come in conflict with other utilities, i.e. storm sewer, water, etc. The cost for this change is \$3,927.70. There is no change in Contract Time for this change.
- 11] Remove the existing Asbestos Cement Waterline and install new Waterlines #1 and #2 to a lower grade below the new PCC Pavement subgrade for Mid-Continent Drive and the Commercial Vehicle Lane. The cost for this change is \$67,485.36. Fifteen (15) calendar days are added to the Phase 2 Contract Time for this change.
- 12] Remove four (4) inoperative LST Light Poles on the right side of Mid-Continent Drive in one mobilization and one (1) inoperative LST Light Pole and fixture at the gore area between the current and the new Commercial Vehicle Lanes in a separate mobilization, salvaging the wire, fixtures, and poles to the Owner. The cost for this change is \$1,794.60. There is no change in Contract Time for this change.
- 13] Move Ground Mounted Guidance Sign R-18-A. The cost for this change is \$7,921.00. There is no change in Contract Time for this change.

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

3-20-0-88-60 Contract Price Prior to This Change Order	\$ 5,145,788.01
FAA Non-Participating Contract Price Prior to This Change Order	\$ 0.00
Total Contract Price Prior to This Change Order	\$ 5,145,788.01

3-20-0-88-60 Net Increase Resulting from This Change Order	\$ 121,985.16
FAA Non-Participating Net Increase Resulting from This Change Order	\$ 0.00
Total Net Increase Resulting from This Change Order	\$ 121,985.16

Current 3-20-0-88-60 Contract Price Including This Change Order	\$ 5,267,773.17
FAA Non-Participating Contract Price Including This Change Order	\$ 0.00
Total Contract Price Including This Change Order	\$ 5,267,773.17

Total Phase 1 Contract Time Prior to This Change Order (21 January 2010)	136	Calendar Days
Total Phase 1 Net Increase Resulting From This Change Order (21 January 2010)	0	Calendar Days
Total Phase 1 Contract Time Including This Change Order (21 January 2010)	136	Calendar Days

Total Phase 2 Contract Time Prior to This Change Order (07 March 2010)	181	Calendar Days
Total Phase 2 Net Increase Resulting From This Change Order	15	Calendar Days
Total Phase 2 Contract Time Including This Change Order (22 March 2010)	196	Calendar Days

Installation of Sod Contract Time Prior to This Change Order (30 April 2010)	235	Calendar Days
Installation of Sod Net Increase Resulting From This Change Order (30 April 2010)	00	Calendar Days
Installation of Sod Contract Time Including This Change Order (30 April 2010)	235	Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By:



Date:

27 NOVEMBER 2010

The Above Changes Are Accepted:

Dondlinger & Sons Construction Co., Inc.

Contractor

By:



Date:

11.23.10

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: Place the same message as is on Wayfinding Sign #8 [LONG TERM PARKING↑ / RENTAL CAR RETURN↗] on the new sign blank (see Keyed Note 4 on Sheet CD 105). Remove Wayfinding Sign #8 when work is complete.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
125 Wayfinding Sign #8	1	LS	\$ 934.00	\$ 934.00

TOTAL COST ITEM NO. 1 **\$ 934.00**

There shall be no change in contract time due to this change.

ITEM NO. 2: Relocate the existing Guidance Sign (Labeled WAA #1) [←AIRLINE TERMINAL ←US-54/400 : AIRLINE TERMINAL→] from the current location on Air Cargo Road east of the FedEx Facility to the new location across from the entrance of the Mid-Continent Drive/Air Cargo Road Access Road.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
126 Relocate Existing Guidance Sign WAA #1	1	LS	\$ 2,900.00	\$ 2,900.00

TOTAL COST ITEM NO. 2 **\$ 2,900.00**

There shall be no change in contract time due to this change.

ITEM NO. 3: Replace the W3 (12-4) circuit from the basement of the Terminal Building to the Vista Gear SS-3 at Substation 'S' during the hours of 7PM to 5AM any day of the week and assign a credit for not providing a new junction box.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
127 Circuit W3 (12-4) Night Work	1	LS	\$ 555.75	\$ 555.75

TOTAL COST ITEM NO. 3 **\$ 555.75**

There shall be no change in contract time due to this change.

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

ITEM NO. 4: Replace the two (2) YIELD signs with two (2) STOP Signs (one on each side of the road) and a 20' x 2' White Stop Bar on the Mid-Continent Drive/Air Cargo Road Access Road. The YIELD Signs are to be salvaged to the Owner.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
128 Access Road Stop Signs and Stop Bar	1	LS	\$ 910.00	<u>\$ 910.00</u>

TOTAL COST ITEM NO. 4 **\$ 910.00**

There shall be no change in contract time due to this change.

ITEM NO. 5: The Contractor is to regrade and reshape the existing ground, clean away the existing vegetation, and install sod for the area outside the construction limits of the project in front of the WAA Administration Building between the WAA Safety Parking Lot, Air Cargo Road, and the WAA Administration Building Parking Lot.

The impact to existing contract items is shown below.

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>NEW QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
46 Sod	34,618	LF	\$ 3.37	35,583	965	\$ 3,252.05

A new bid item was created for the grading/shaping and removal of the existing vegetation work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
129 WAA Administration Shaping and Grading	1	LS	\$ 1,501.00	<u>\$ 1,501.00</u>

TOTAL COST ITEM NO. 5 **\$ 4,753.05**

There shall be no change in contract time due to this change.

ITEM NO. 6: Provide and install approximately 750 linear feet of new concrete safety jersey barrier curb parallel to the right side of the right lane of the new Mid-Continent Drive where it parallels the new Commercial Vehicle Lane from approximately Sta. 23+15 to approximately Sta. 30+55 positioned two (2) feet outside the solid white edge line of the right southbound Mid-Continent Drive lane.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
130 Concrete Safety Jersey Barrier Curb	750	LF	\$ 39.02	<u>\$ 29,265.00</u>

TOTAL COST ITEM NO. 6 **\$ 29,265.00**

This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

ITEM NO. 7: Relocate fifteen (90') of the existing plastic orange and white safety barriers from the left side of the current Commercial Vehicle Lane Entrance to the entrance of the new Commercial Vehicle Lane Entrance blocking both lanes from nose-to-nose of each of the island gores. Coordinate this move to allow the Owner to install their own concrete barrier curb where the plastic barriers have been taken from.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
131 Relocate Plastic Safety Barriers	15	EA	\$ 57.78	<u>\$ 866.70</u>

TOTAL COST ITEM NO. 7 **\$ 866.70**

This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.

ITEM NO. 8: Add logos (approximately 10" x 12") of the four rental car companies (National, Dollar, Thrifty, and Enterprise) to the Rental Car Pedestrian Sign R-33-A [RENTAL CAR PARKING→] and Sign R-34-A [RENTAL CAR PARKING↑] shown on Sheets GS600.02A and Drawing No. 3 of Addendum #3. The Owner is to provide the logos in an electronic format and be responsible to obtain permission to produce these logos from the respective companies.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
132 Add RAC Logos to Signs R-33-A & R-34-A	1	LS	\$ 283.00	<u>\$ 283.00</u>

TOTAL COST ITEM NO. 8 **\$ 283.00**

This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.

ITEM NO. 9: Replace the existing sign with a new 4' x 4' sign to add logos (smaller than 10" x 12") of the four rental car companies (National, Dollar, Thrifty, and Enterprise) to Wayfinding Sign #6 [←RENTAL CAR PICK UP AND RETURN] set in the grassy area east of the Terminal Building East Crosswalk and south of the current Commercial Vehicle Lane. The Owner is to provide the logos in an electronic format and be responsible to obtain permission to produce these logos from the respective companies.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
133 Add RAC Logos to Wayfinding Sign #6	1	LS	\$ 389.00	<u>\$ 389.00</u>

TOTAL COST ITEM NO. 9 **\$ 389.00**

This work shall be done independent of the existing Contract Time limitations of Phase 1, Phase 2, and All Work (including sod), however all other contract provision remain.

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

ITEM NO. 10: The Design Team directed replacement of the LS4 Light Pole Foundation shown as Detail G1 (24" diameter x 4' deep at grade reinforced concrete foundation) on sheet EL101 to Detail G1a (24" diameter x 8' deep at grade reinforced concrete foundation) & G1b (24" diameter x 2'-6" minimum deep at grade concrete foundation on a 4' x 4' x 12" deep reinforced concrete spread footing) from Lightworks Inc. The Detail G1b shall be used for any poles that come in conflict with other utilities, i.e. storm sewer lines, if there is no conflict, then Detail G1a shall be used.

Two new contract items will be created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
134 LS4 Light Pole Foundation Detail G1a	8	EA	\$ 130.55	\$ 1,044.40
135 LS4 Light Pole Foundation Detail G1b	6	EA	\$ 480.55	<u>\$ 2,883.30</u>

TOTAL COST ITEM NO. 10

\$ 3,927.70

There shall be no change in contract time due to this change.

ITEM NO. 11: Remove the existing Asbestos Cement Waterline and install new Waterlines #1 and #2 to a lower grade below the new PCC Pavement subgrade for Mid-Continent Drive and the Commercial Vehicle Lane. Lower the existing waterline and avoid exposing it during the excavation for the new pavement subgrade. The plan sheets as well as Part 800 Water and Sewer of the City of Wichita Standard Specifications are to be followed for this change on the reference project. The 12" Special Anchored Valve Assembly on Sheet CU101, to be installed before Waterlines #1 & #2, will require an interruption in service primarily to the WAA Administration Building and the WAA Safety Building that will not be permitted between the hours of 8AM and 5PM Monday through Friday, unless the office is closed for a holiday. The interruption in service, anticipated to be limited to 2-4 hours, shall be coordinated with the Owner. Installation of this valve will allow isolating the 12" Waterline (COW) where the Mid-Continent Drive crossing (perpendicular near Baseline Sta. 26+31) can be accomplished without service interruption. Interruption to the Terminal Building (crossing diagonally near Sta. 29+28) shall be coordinated with the Owner and kept to a minimum but not longer than six (6) calendar days. Where the Plan sheets show the existing waterline marked with an "X" (with Keyed Note: Denotes Pipe to be Remove/Abandoned by the Contractor) it shall be removed. All work involved in the disposal and waste site manifest of Asbestos Cement Pipe shall be the responsibility and at the expense of the Contractor. This work was performed under force account.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
136 Waterline #1 and #2	1	LS	\$ 67,485.36	<u>\$ 67,485.36</u>

TOTAL COST ITEM NO. 11

\$ 67,485.36

Fifteen (15) calendar days are added to the Phase 2 Contract Time for this change.

CHANGE ORDER # 3
FAA PROJECT # 3-20-0088-60

ITEM NO. 12: Remove four (4) inoperative LST Light Poles on the right side of Mid-Continent Drive in one mobilization and one (1) inoperative LST Light Pole and fixture at the gore area between the current and the new Commercial Vehicle Lanes in a separate mobilization, salvaging the wire, fixtures, and poles to the Owner.

Two new bid items were created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
137 Remove LST Light Poles Right	4	EA	\$ 352.40	\$ 1,409.60
138 Remove LST Light Poles Left	1	EA	\$ 385.00	<u>\$ 385.00</u>

TOTAL COST ITEM NO. 12 **\$ 1,794.60**

There shall be no change in contract time due to this change.

ITEM NO. 13: Move the Ground Mounted Guidance Sign R-18-A [7 Departures : Arrivals : Rental Cars] that is partially obstructed by a Westar Energy Light Pole from the far west southbound Mid-Continent Drive lane using the following scope of work:

1. Existing Sign R-18-A to be removed, intact, from the sign bases at the base plate connection.
2. Provide/construct two (2) new sign foundations, per the original construction drawings, located approximately 10 feet "in-front" (north) of the existing Westar Energy light pole which is partially obscuring the view of the sign.
3. Re-install existing sign on new foundations.
4. Remove existing foundations down to minimum 24" below grade, backfill, compact, and sod disturbed area.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
139 Move Guidance Sign R-18-A	1	EA	\$ 7,921.00	<u>\$ 7,921.00</u>

TOTAL COST ITEM NO. 13 **\$ 7,921.00**

There shall be no change in contract time due to this change.

TOTAL COST FOR CHANGE ORDER NO. 3 **\$121,985.16**

City of Wichita
City Council Meeting
January 25, 2011

TO: Wichita Airport Authority

SUBJECT: 2011 Schedule of Fees and Charges Resolution

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Adopt the Resolution.

Background: Annually the Wichita Airport Authority (WAA) adopts a Resolution implementing a Schedule of Fees and Charges to establish certain rates for users of Mid-Continent and Jabara Airports. The fees are calculated to maintain adequate revenue streams that will cover budgeted operating and capital costs incurred to support the related functions or set to appropriately compensate the WAA for operations on its premises.

Analysis: The landing fee and terminal space rent rate calculations are in accordance with the methodology established in the airline/airport use agreement and its application to the adopted budget. All 2011 rates that impact the signatory air carriers have been accepted by the airlines as proposed. Other aviation use fees and commercial user fees are set to reflect market price and in accordance with lease agreements or leasing policies previously adopted by the WAA. Rates are established through resolution for those entities that do not hold agreements with the WAA at a higher rate to reflect the lack of fixed commitment.

On June 8, 2010, the WAA approved Minimum Standards for Aeronautical Activities and Services which provided authorization for self-fueling facilities. It is necessary to establish the applicable rates in order for them to be included in future leases that are developed which implement this privilege. The rate for Mid-Continent is proposed at \$0.15 per gallon and for Jabara at \$0.10 per gallon. In order to offer this convenience without creating an unintended municipal subsidy that would work to the detriment of existing Fixed Base Operator (FBO) tenants, both of the rates are 25% higher than the current rate collected by an FBO used for public fueling services.

The proposed rates have been reviewed and approved by the Wichita Airport Advisory Board.

Financial Considerations: The rates included in the Schedule of Fees and Charges are expected to produce \$6.0 million in revenues in 2011 from aircraft operators. Agreements already in place account for over 90% of that revenue. The attached matrix identifies changes from the existing rates. Rate escalations proposed are pursuant to agreed upon methodology or adopted policies and have been accepted by the impacted parties. All of the use rates can be altered at any time by the WAA with appropriate deference to existing contracts. Rates will be retroactively effective to January 1, 2011.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through establishment of a rate structure which allows the Airport System to continue its operation on a self-sustaining basis yet promotes development through reasonable rates and charges.

Legal Considerations: Rates have been developed in accordance with Federal rates and charges policies and regulations, where applicable. The Resolution has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority adopt the Resolution implementing a schedule of fees and charges, all to be retroactively effective to January 1, 2011.

Attachments: Resolution.

Schedule of Fees and Charges Rate Changes

<u>Charge Name</u>	<u>Charge Basis</u>	<u>Schedule</u>	<u>2011</u>	<u>2010</u>	<u>Reason for Change</u>	<u>Avg % Change</u>
Landing fee	per 1,000 lbs of MGLW	Schedule 1 Schedule 2 Schedule 3 Schedule 4 Schedule 5 Schedule 6	\$ 2.53 \$ 3.16 \$ 3.80 \$ 2.53 \$ 3.80 \$ 3.80	\$ 2.48 \$ 3.10 \$ 3.72 \$ 2.48 \$ 3.72 \$ 3.72	Airline agreement calculation (Fee change accepted by signatory carriers)	2%
Terminal Space Rental – Ticket Counter	per s.f.	Schedule 1 Schedule 2	\$ 45.69 \$ 57.11	\$ 44.86 \$ 56.08	Airline agreement calculation (Fee change accepted by signatory carriers)	2%
Terminal Space Rental – Holdrooms; Concourses; Bag Claim	per s.f.	Schedule 1 Schedule 2	\$ 41.12 \$ 51.40	\$ 40.38 \$ 50.48		
Terminal Space Rental – Offices; VIP/Club Space	per s.f.	Schedule 1 Schedule 2	\$ 36.55 \$ 45.69	\$ 35.89 \$ 44.86		
Terminal Space Rental – Bag Make-Up; Operations Space, Elevators	per s.f.	Schedule 1 Schedule 2	\$ 31.98 \$ 39.98	\$ 31.40 \$ 39.25		
Terminal Space Rental – Inbound Bag; Tug Lane, Stairwells	per s.f.	Schedule 1 Schedule 2	\$ 22.85 \$ 28.56	\$ 22.43 \$ 28.04		
Fuel Farm Fee	per gallon	Schedule 1	\$ 0.0186	\$ 0.0178	Bulk fuel plant fee calculation (Fee change accepted by signatory carriers)	5%
Self Fueling Facilities Flowage Fee	per gallon	Schedule 8 Schedule 9	\$ 0.15 \$ 0.10	N/A N/A	Establishment of fee referenced in Minimum Standards	N/A
Self Fueling Permit	per year	Schedule 8 Schedule 9	\$ 100.00 \$ 100.00	N/A N/A	Establishment of fee referenced in Minimum Standards	N/A

RESOLUTION NO. A11-001

**A RESOLUTION OF THE WICHITA AIRPORT AUTHORITY
ADOPTING AND IMPLEMENTING A SCHEDULE OF FEES AND CHARGES**

WHEREAS, the Wichita Airport Authority ("Authority") is the owner and operator of Wichita Mid-Continent Airport and Colonel James Jabara Airport ("Airports"); and

WHEREAS, the Authority is a body corporate and politic, organized and existing under the laws of the State of Kansas and the authority of K.S.A. 3-162, et seq., as modified by City of Wichita Charter Ordinance, and vested with all powers, authority, and control over the Airports as codified in Code of the City of Wichita §2.12.1048; and

WHEREAS, the Airports are financed and managed under policies and practices designed to assure that they will always be self-supporting and will not require the expenditure of local tax funds for their operation, which policies require that the costs and expenses for facilities be paid by the users of such facilities who enjoy the opportunities that such facilities create, and that such users also pay fees for such opportunities appropriate to and commensurate with the type and volume of business potential under leases, concession agreements, or permits; and

WHEREAS, in order to pay for expenses incurred in the construction, operation and maintenance of Mid-Continent Airport passenger terminal and to fund airfield improvements and capital projects of the Airports, to preserve such property and to promote and preserve the public health, safety and welfare, to enhance the Airports as public transportation facilities, and to protect established sources of revenue to the Airports, the Authority considers it necessary, appropriate and reasonable to establish and fix appropriate fees, rates, and charges for passenger terminal users, aircraft and other users operating on the Airports to meet the expenditures associated with the operation of these cost centers; and

WHEREAS, the Authority finds that the fees and charges established and fixed herein are reasonable and uniform for the class of privileges and services enjoyed by the passenger terminal users, aircraft and other users operating on the Airports.

NOW, THEREFORE, BE IT RESOLVED BY THE WICHITA AIRPORT AUTHORITY:

SECTION 1. Fees and charges are established as provided in the Schedules of Fees and Charges for The Wichita Airport Authority attached hereto.

SECTION 2. In addition to the fees and charges set forth above, passenger terminal users, aircraft and other users shall pay such other fees and charges as shall be adopted by the Authority from time to time, including but not limited to the following:

- Vendor permits
- Solid and liquid waste disposal
- Aircraft apron parking infringement
- Security alarm violations
- Security badges
- Airfield vehicle ramp permits
- Electrical usage
- Equipment rental

In addition, passenger terminal users, aircraft and other users shall be subject to insurance requirements and other rules and regulations adopted by the Authority from time to time.

SECTION 3. Effective Date. This Resolution shall be retroactively effective to January 1, 2011 upon its adoption by the Wichita Airport Authority.

SECTION 4. Savings Clause. In the event any phrase, clause, sentence, paragraph, or paragraphs of this Resolution is declared invalid for any reason, the remainder of this Resolution shall not be invalidated, but shall remain in full force and effect, all parts of this Resolution being declared separable and independent of all others.

ADOPTED this 25th day of January, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY

By _____

By _____

Title _____

Title _____

APPROVED AS TO FORM: _____ Date: _____

Director of Law

SCHEDULES OF FEES AND CHARGES
FOR THE WICHITA AIRPORT AUTHORITY

Schedule 1 - Signatory Scheduled Passenger Air Carriers

Schedule 2 – Non-Signatory Passenger Air Carriers

Schedule 3 – Non-Participating Passenger Air Carriers

Schedule 4 - Signatory All-Cargo Carriers

Schedule 5 – Non-Signatory All-Cargo Carriers

Schedule 6 - Non-Signatory Commercial Aircraft Operators

Schedule 7 - Non-Commercial Aircraft Operators and Military

Schedule 8 – Other Users

Schedule 9 - Colonel James Jabara Airport

Effective Date: January 1, 2011

SCHEDULE 1

Signatory Passenger Air Carriers

A Signatory Passenger Air Carrier is defined as any company, organization or individual engaged in the business of air transportation, and who

1. Is operating under a Certificate pursuant to FAR Part 121, 123, 127, 129, or 135;
2. Has a current Signatory Airline Airport Use and Lease Agreement with The Wichita Airport Authority;
3. Handles revenue passengers as a major business function on a regularly-scheduled basis to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing fee per 1,000 lbs./MGLW	\$2.53
Terminal Space Rental per square foot per year:	
Ticket Counter	\$45.69
Holdrooms; Concourses; Bag Claim	\$41.12
Offices; VIP/Club Space	\$36.55
Bag Make-Up; Operations Space, Elevators	\$31.98
Inbound Bag; Tug Lane, Stairwells	\$22.85
Passenger Loading Gate Apron Fee	\$14,400/year
Use of Unleased Ticket Counter	\$70.00/flight
Use of Unleased Terminal Holdroom	\$60.00/flight
Use of Loading Bridge	\$66.00/flight
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased holdroom	
(a) 0-24 hours	\$50.00
(b) Over 24 hours	\$3.00/hour
Fuel Farm Fee	\$.0186/gallon*
Passenger Facility Charge	\$4.50/eligible enplanement

* Effective through September 30, 2011

SCHEDULE 2

Non-Signatory Passenger Air Carriers

A Non-Signatory Passenger Air Carrier is defined as any company, organization or individual engaged in the business of air transportation, and who

1. Is operating under a Certificate pursuant to FAR Part 121, 123, 127, 129, or 135;
2. Has a current Non-Signatory Airline Airport Use and Lease Agreement with The Wichita Airport Authority;
3. Handles revenue passengers as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing fee per 1,000 lbs./MGLW	\$3.16
Terminal Space Rental per square foot per year:	
Ticket Counter	\$57.11
Holdrooms; Concourses; Bag Claim	\$51.40
Offices; VIP/Club Space	\$45.69
Bag Make-Up; Operations Space, Elevators	\$39.98
Inbound Bag; Tug Lane, Stairwells	\$28.56
Passenger Loading Gate Apron Fee	\$18,000/year
Use of Unleased Ticket Counter	\$87.50/flight
Use of Unleased Terminal Holdroom	\$75.00/flight
Joint Use Charge	\$60.00/flight
Use of Loading Bridge	\$82.50/flight
Ground Service Equipment parking	\$300.00/month
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased holdroom	
(a) 0-24 hours	\$62.50
(b) Over 24 hours	\$3.75/hour
Fuel Farm Fee	\$.0186/gallon*
Passenger Facility Charge	\$4.50/eligible enplanement

* Effective through September 30, 2011

SCHEDULE 3

Non-Participating Passenger Air Carriers

A Non-Participating Passenger Air Carrier is defined as any company, organization or individual engaged in the business of air transportation, and who

1. Is operating under a Certificate pursuant to FAR Part 121, 123, 127, 129, or 135;
2. Does not have any current Airline Airport Use and Lease Agreement with The Wichita Airport Authority;
3. Handles revenue passengers as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing fees, per 1,000 lbs./MGLW	\$3.80
Use of Unleased Ticket Counter	\$105.00/flight
Use of Unleased Terminal Holdroom	\$90.00/flight
Joint Use Charge	\$75.00/flight
Use of Loading Bridge	\$99.00/flight
Aircraft parking on terminal apron other than at an exclusively leased gate or when paying for use of an unleased holdroom	
(a) 0-24 hours	\$75.00
(b) Over 24 hours	\$4.50/hour
Fuel Flowage Fee	\$0.12/gallon
Passenger Facility Charge	\$4.50/eligible enplanement

SCHEDULE 4

Signatory All-Cargo Carriers

A Signatory All-Cargo Carrier is defined as any company, organization or individual engaged in the air transportation business, and who

1. Is operating under a Certificate pursuant to FAR Part 91, 121, 123, 127, 129 or 135;
2. Has a current primary lease with The Wichita Airport Authority or a sublease which has been approved by The Wichita Airport Authority, either leasing facilities or leasing ground, if same are available, and has executed and complied with a Use Agreement as offered by The Wichita Airport Authority. This includes companies that are engaged in providing feeder service exclusively to one host all-cargo company that has complied with the lease requirements of this schedule.
3. Handles for hire cargo as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing Fee, per 1,000 lbs./MGLW	\$2.53
Fuel Flowage Fee	\$0.03/gallon
Freight Charge (Enplaned & Deplaned)	\$0.10/cwt
Cargo Apron Aircraft Parking Charge	
(a) 0-2 hours; 0 - 12,500 lbs.	Free
(b) 2-24 hours; 0 - 12,500 lbs.	\$25.00
(c) 0-24 hours; over 12,500 lbs.	\$50.00
(d) Over 24 hours	\$3.00/hour

SCHEDULE 5

Non-Signatory All-Cargo Carriers

A Non-Signatory All-Cargo Carrier is defined as any company, organization or individual engaged in the air transportation business, and who

1. Is operating under a Certificate pursuant to FAR Part 91, 121, 123, 127, 129 or 135;
2. Does not have a current primary lease with The Wichita Airport Authority or a sublease which has been approved by The Wichita Airport Authority, either leasing facilities or leasing ground, if same are available, and has executed and complied with a Use Agreement as offered by The Wichita Airport Authority.
3. Handles for hire cargo as a major business function to or from Wichita Mid-Continent Airport.

AIRPORT FEES AND CHARGES

Landing Fee, per 1,000 lbs./MGLW	\$3.80
Fuel Flowage Fee	\$0.12/gallon
Freight Charge (Enplaned & Deplaned)	\$0.15/cwt
Cargo Apron Aircraft Parking Charge	
(a) 0-2 hours; 0 - 12,500 lbs.	Free
(b) 2-24 hours; 0 - 12,500 lbs.	\$37.50
(c) 0-24 hours; over 12,500 lbs.	\$75.00
(d) Over 24 hours	\$4.50/hour

SCHEDULE 6

Non-Signatory Commercial Aircraft Operators

A Non-Signatory Commercial Aircraft Operator is defined as any company, organization or individual engaged in the air transportation business, and who

1. Is operating under a Certificate pursuant to FAR Part 91, 121, 123, 127, 129 or 135;
2. Does not have any current Airline Airport Use and Lease Agreement with The Wichita Airport Authority;
3. Is involved in any commercial (for hire) activity on Wichita Mid-Continent Airport not covered by other schedules.

AIRPORT FEES AND CHARGES

Landing Fee per 1,000 lbs./MGLW	\$3.80
Fuel Flowage Fee (utilizing Airport owned fuel facilities)	\$0.12/gallon
Use of a Ticket Counter	\$105.00/flight
Use of a Terminal Holdroom	\$90.00/flight
Use of Loading Bridge	\$99.00/flight
Freight Charge (Enplaned and Deplaned)	\$0.15/cwt
Aircraft Parking Charge (other than at leased facilities)	
(a) 0-24 hours;	
0 - 12,500 lbs.	\$37.50
over 12,500 lbs.	\$75.00
(b) Over 24 hours	
	\$4.50/hr.

SCHEDULE 7

Non-Commercial Aircraft Operators and Military

A Non-Commercial Aircraft Operator is defined as any company, organization or individual engaged in air transportation, and who

1. Is operating under FAR Part 91 and is not involved in any commercial (for hire) activity on Wichita Mid-Continent Airport.
2. Is military or acting on behalf of the military (defined as under the jurisdiction and control of the Armed Forces of the United States or the National Guard).

AIRPORT FEES AND CHARGES

Landing Fee	None
Fuel Flowage Fee (utilizing Airport owned fuel facilities)	\$0.12/gallon
Use of a Ticket Counter	\$105.00/flight
Use of a Terminal Holdroom	\$90.00/flight
Use of Loading Bridge	\$99.00/flight
Aircraft Parking (other than at leased facilities)	
(a) 0-24 hours	
0 - 12,500 lbs.	\$37.50
over 12,500 lbs.	\$75.00
(b) Over 24 hours	\$4.50/hour

SCHEDULE 8

Other Users

Any tenant, operator, permittee or entity doing business on Wichita Mid-Continent Airport is subject to the defined fees and charges, as applicable. The Wichita Airport Authority establishes these fees and charges as the standard but reserves the right to vary from the published fees and charges in an agreement as negotiations may dictate. Other fees may apply based on the nature of service provided.

AIRPORT FEES AND CHARGES

Building Rental	FMV appraisal
Land Rental – Central Terminal Area	\$.3388/s.f.
• Escalates at 5% annually.	
Land Rental – Other	\$.1982/s.f.
• Escalates at 5% every five years. Next adjustment will be 1/1/2013.	
Traversed Property	\$.1982/s.f.
• Escalates at 5% every five years. Next adjustment will be 1/1/2013.	
Off-Airport Operator Commission	9% of gross receipts
(including, but not limited to, parking operators and rental car agencies)	
On-Airport Operator Commission	10% of gross receipts
Ground Handling Commission	5% of gross receipts
(does not apply if handler is a Signatory Passenger Air Carrier as defined in Schedule 1)	
Conduit Occupancy Fee	\$456.00/year/facility access
Commercial Use and Operating Permit	\$100.00/year
Taxicab Permit	\$100.00/month
Airport Limousine Permit	\$50.00/month
Self Fueling Facilities Flowage Fee	\$0.15/gallon
Self Fueling Permit	\$100.00/year

SCHEDULE 9

Colonel James Jabara Airport

Any company, organization or individual doing business on Colonel James Jabara Airport is subject to the defined fees and charges. The Wichita Airport Authority establishes these fees and charges as the standard but reserves the right to vary from the published fees and charges in an agreement as negotiations may dictate.

AIRPORT FEES AND CHARGES

Building Rental	FMV appraisal
Land Rental	\$.1280/s.f.
• Escalates at 3% annually.	
Traversed Property	\$.1172/s.f.
• Escalates at 3% every five years. Next adjustment will be 1/1/2013.	
Fuel Flowage Fee	\$.08/gallon
Conduit Occupancy Fee	\$228.00/year/facility access
Commercial Use and Operating Permit	\$100.00/year
Self Fueling Facilities Flowage Fee	\$.10/gallon
Self Fueling Permit	\$100.00/year

**City of Wichita
City Council Meeting
January 25, 2011**

TO: Wichita Airport Authority
SUBJECT: Snow Removal Vehicles with Displacement Plow Acquisition
Wichita Mid-Continent Airport
INITIATED BY: Department of Airports
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget.

Background: The Capital Improvement Program includes a project to purchase airfield snow removal equipment for clearing runways and other airfield pavements.

Analysis: Reliability of this equipment is critical in order to adequately provide airfield clearing during snow events. The design of this new equipment follows industry trends that emphasize brooming operations for friction enhancement and aircraft safety, and which will operate more reliably, efficiently and economically to better meet Airport emergency snow removal needs.

Financial Considerations: Bids have been received through the Board of Bids process. Total cost of the two vehicles and equipment is \$1,197,890 from Luby Equipment Services, a dealer for Oshkosh Corporation, the lowest responsive bidder. This project will be 100 percent funded through Passenger Facility Charges (PFC). A project budget is requested in the amount of \$1,200,000 to cover the equipment and related expenses.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through providing a safe aviation environment for users of Mid-Continent Airport.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital project budget and authorize the necessary signatures.

Attachments: None.

CITY OF WICHITA
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Easements Across City Owned Property at West Millbrook Park for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Grant the easements.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. The project's improvements require the relocation of the Kansas Gas line along the east side of 119th Street, which is over parts of West Millbrook Park.

Analysis: Easements to facilitate construction of the widening of 119th Street were obtained on June 8, 2010, however; Kansas Gas has determined that additional room was required to relocate the gas line along the east side of 119th Street. The property impacted is north and south parts of West Millbrook Park, which is titled to the Board of Park Commissioners. Kansas Gas will relocate the line without impacting any trees on the property, however; Kansas Gas has agreed to replace any trees damaged by the project. On January 10, 2011, the proposed easements were presented to and supported by the Park Board.

Financial Considerations: There is no cost to the City.

Goal Impact: Granting this easement assists in providing Efficient Infrastructure to support a major new government development.

Legal Considerations: The Law Department has approved the easements as to form.

Recommendation/Action: It is recommended that the City Council approve the easements and authorize the necessary signatures.

Attachments: Easements with tract maps and aerial maps.

PERMANENT EASEMENT

NW¼ 30-27-1W

THIS EASEMENT made this _____ day of _____, 2011, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and Oneok, Inc., an Oklahoma corporation d/b/a Kansas Gas Service, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipeline, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, across, over and through certain lands owned by Grantor situated in Sedgwick County, Kansas specifically described as follows;

A strip of land thirty (30) feet wide located in the West Millbrook Park, City of Wichita, Kansas being a part of the Northwest Quarter (NW¼) of Section 30, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, said strip more particularly described on Exhibit A pages 3 and 4 attached hereto and made a part hereof,

together with the right of ingress and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe line is in place, with the exception of sidewalks, utilities, utilities appurtenances and road right-of-way appurtenances; Grantor reserves the right to utilize the above described land as a drainage easement; Grantor shall not change the topography of the terrain over the pipe line without the prior approval and written consent of the Grantee. However, the granting of this easement shall not be construed to prohibit the Grantor from developing, constructing, operating, repairing and maintaining any adjoining property, and Grantor reserves to itself the right to cross, traverse or otherwise occupy the Permanent Easement with the present use(s) together with appurtenant facilities and supporting structures in a manner which will not interfere with this Permanent Easement and operation.

The Grantee and Grantor hereby agree to restore said easement to its original condition, as nearly as practical, for any and all areas disturbed by work performed by Grantee and Grantor, said work shall be performed in a workman like manner immediately following any disturbance to the easement area.

IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.

City of Wichita, Kansas:

By: Carl Brewer, Mayor

Attest:

By: Karen Sublett, City Clerk

Board of Park Commissioners:

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

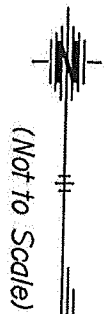
APPROVED AS TO FORM:

Page 2 of 4

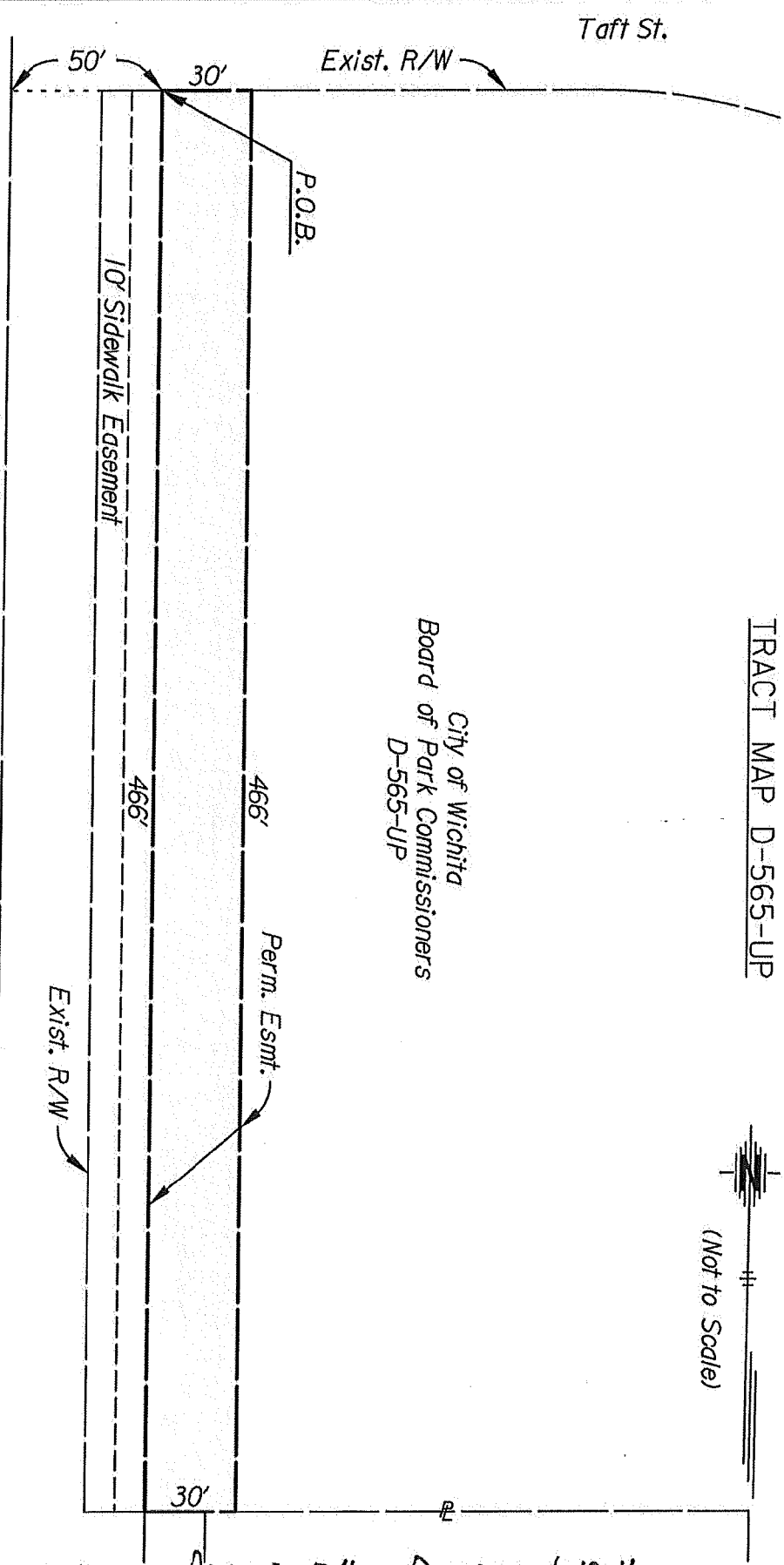
Gary E. Rebenstorf, Director of Law

P.J. No. 2010-311.04 Board of Park Commissioners, City of Wichita 119th JON 051.055.3721.010308 Revised 1-12-2011

TRACT MAP D-565-UP



City of Wichita
Board of Park Commissioners
D-565-UP



 **LEGEND**
Kansas Gas Service Easement

Tract D-565-UP
Board of Park Commissioners
Kansas Gas Service Easement

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 520 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 50 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 30 feet; thence South, parallel with said West line, a distance of 466 feet; thence West, perpendicular to said West line, a distance of 30 feet; thence North, parallel with said West line, a distance of 466 feet to the point of beginning, containing 0.32 acres more or less.

2010-311.04 CITY OF WICHITA PAGE 4 OF 4 REVISED 1-10-11

PERMANENT EASEMENT

NW¼ 30-27-1W

THIS EASEMENT made this _____ day of _____, 2011, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and Oneok, Inc., an Oklahoma corporation d/b/a Kansas Gas Service, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipeline, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, across, over and through certain lands owned by Grantor situated in Sedgwick County, Kansas specifically described as follows;

A strip of land twenty (20) feet wide located in the West Millbrook Park, City of Wichita, Kansas being a part of the Northwest Quarter (NW¼) of Section 30, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, said strip more particularly described on Exhibit A pages 3 and 4 attached hereto and made a part hereof,

together with the right of ingress and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe line is in place, with the exception of sidewalks, utilities, utilities appurtenances and road right-of-way appurtenances; Grantor reserves the right to utilize the above described land as a drainage easement; Grantor shall not change the topography of the terrain over the pipe line without the prior approval and written consent of the Grantee. However, the granting of this easement shall not be construed to prohibit the Grantor from developing, constructing, operating, repairing and maintaining any adjoining property, and Grantor reserves to itself the right to cross, traverse or otherwise occupy the Permanent Easement with the present use(s) together with appurtenant facilities and supporting structures in a manner which will not interfere with this Permanent Easement and operation.

The Grantee and Grantor hereby agree to restore said easement to its original condition, as nearly as practical, for any and all areas disturbed by work performed by Grantee and Grantor said work shall be performed in a workman like manner immediately following any disturbance to the easement area.

IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.

City of Wichita, Kansas:

By: Carl Brewer, Mayor

Attest:

By: Karen Sublett, City Clerk

Board of Park Commissioners:

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Page 2 of 4

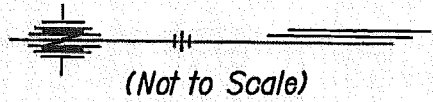
Gary E. Rebenstorf, Director of Law

P.J. No. 2010-311.08 Park Commissioners, City of Wichita 119th JON 051.055.3721.010308

Revised 1-12-

2011

TRACT MAP D-570-UP



City of Wichita
Board of Park Commissioners
D-570-UP

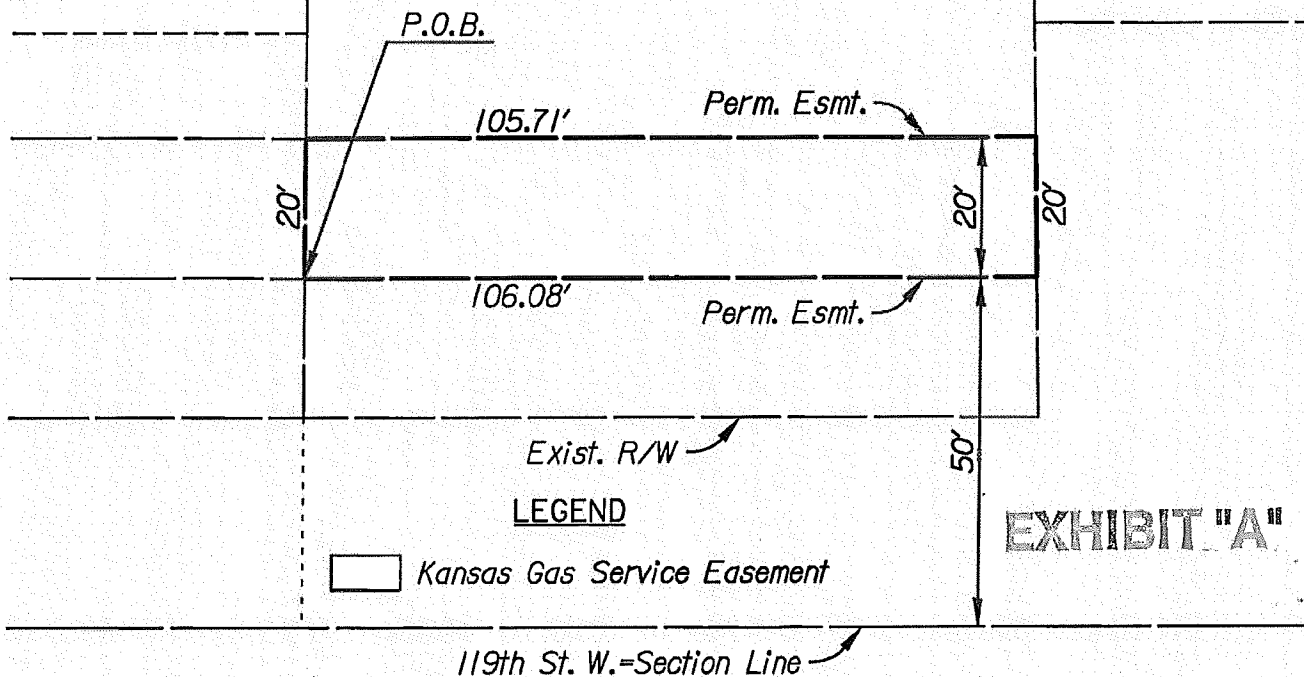


EXHIBIT "A"

Tract D-570-UP
Board of Park Commissioners
Kansas Gas Service Easement

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 834 feet North of the Southwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 50 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 20 feet; thence South, parallel with said West line, a distance of 105.71 feet to a point 727 feet North of the South line of said Northwest Quarter; thence West, parallel with said South line, a distance of 20 feet to a point 50 feet East of said West line; thence North, parallel with said West line, a distance of 106.08 feet to the point of beginning. containing 2,117.93 square feet more or less.

EXHIBIT "A"

2010-311.08 CITY OF WICHITA

PAGE 4 OF 4

PERMANENT EASEMENT

NW¼ 30-27-1W

THIS EASEMENT made this _____ day of _____, 2011, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and Oneok, Inc., an Oklahoma corporation d/b/a Kansas Gas Service, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipeline, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, across, over and through certain lands owned by Grantor situated in Sedgwick County, Kansas specifically described as follows;

A strip of land twenty (20) feet wide located in a tract of land recorded in the Office of the Sedgwick County Register of Deeds in Book 0883 at Page 0007 being a part of the Northwest Quarter (NW¼) of Section 30, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, said strip more particularly described on Exhibit A pages 3 and 4 attached hereto and made a part hereof,

together with the right of ingress and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe line is in place, with the exception of sidewalks, utilities, utilities appurtenances and road right-of-way appurtenances; Grantor reserves the right to utilize the above described land as a drainage easement; Grantor shall not change the topography of the terrain over the pipe line without the prior approval and written consent of the Grantee. However, the granting of this easement shall not be construed to prohibit the Grantor from developing, constructing, operating, repairing and maintaining any adjoining property, and Grantor reserves to itself the right to cross, traverse or otherwise occupy the Permanent Easement with the present use(s) together with appurtenant facilities and supporting structures in a manner which will not interfere with this Permanent Easement and operation.

Page 1 of 4

The Grantee and Grantor hereby agree to restore said easement to its original condition, as nearly as practical, for any and all areas disturbed by work performed by Grantor and Grantor said work shall be performed in a workman like manner immediately following any disturbance to the easement area.

IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.

City of Wichita, Kansas:

By: Carl Brewer, Mayor

Attest:

By: Karen Sublett, City Clerk

Board of Park Commissioners:

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

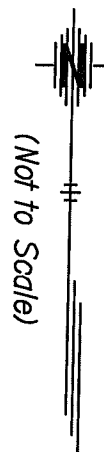
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
P.J. No. 2010-311.07 City of Wichita 119th

Page 2 of 4
JON 051.055.3721.010308

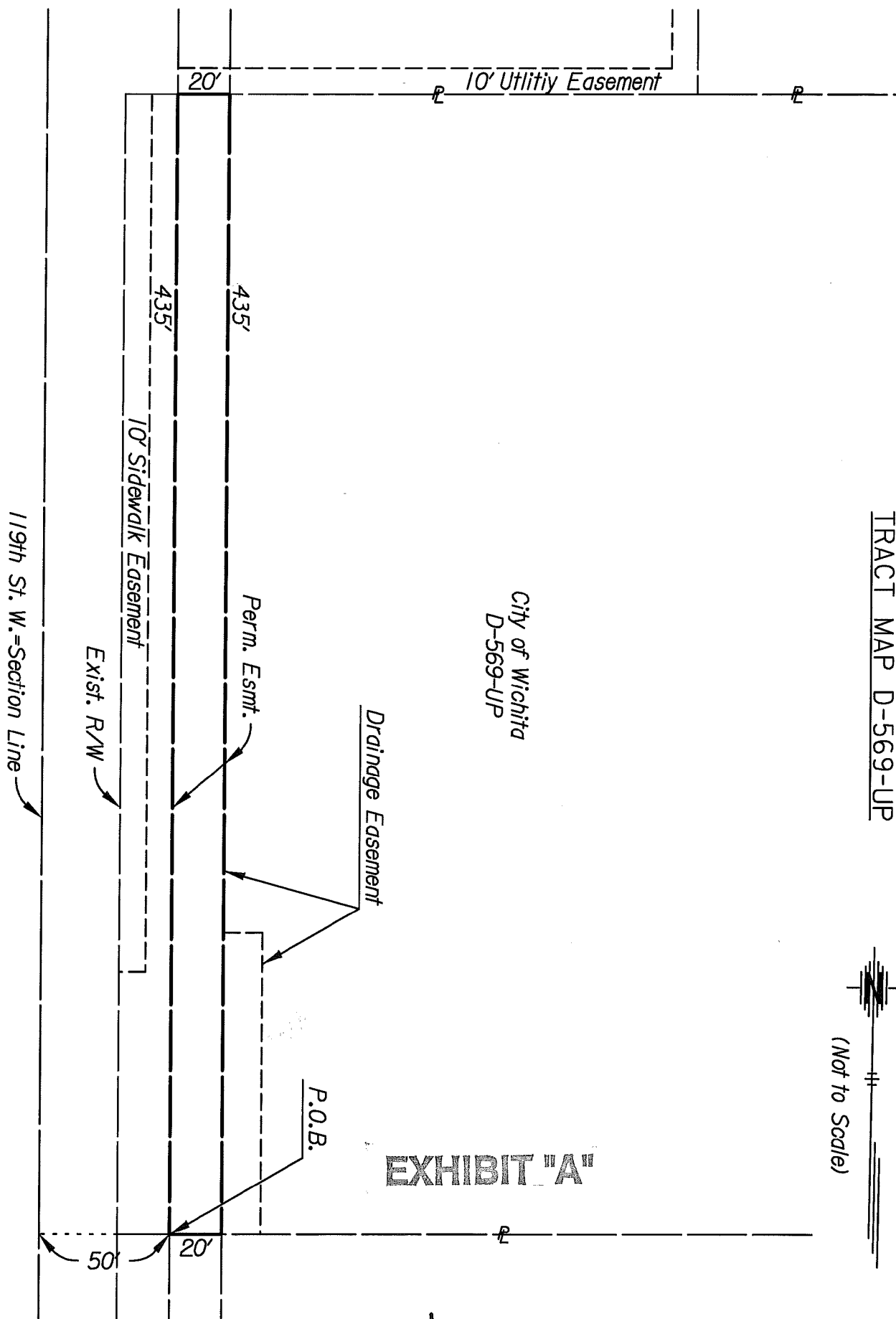
Revised 1-12-2011

TRACT MAP D-569-UP




City of Wichita
D-569-UP

EXHIBIT "A"



LEGEND

 Kansas Gas Service Easement

December 1, 2010

Tract D-569-UP
City of Wichita
Kansas Gas Service Easement

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 834 feet North of the Southwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 50 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 20 feet; thence North, parallel with said West line, a distance of 435 feet; thence West, perpendicular to said West line, a distance of 20 feet; thence South, parallel with said West line, a distance of 435 feet to the point of beginning, containing 8,700 square feet more or less.

EXHIBIT "A"

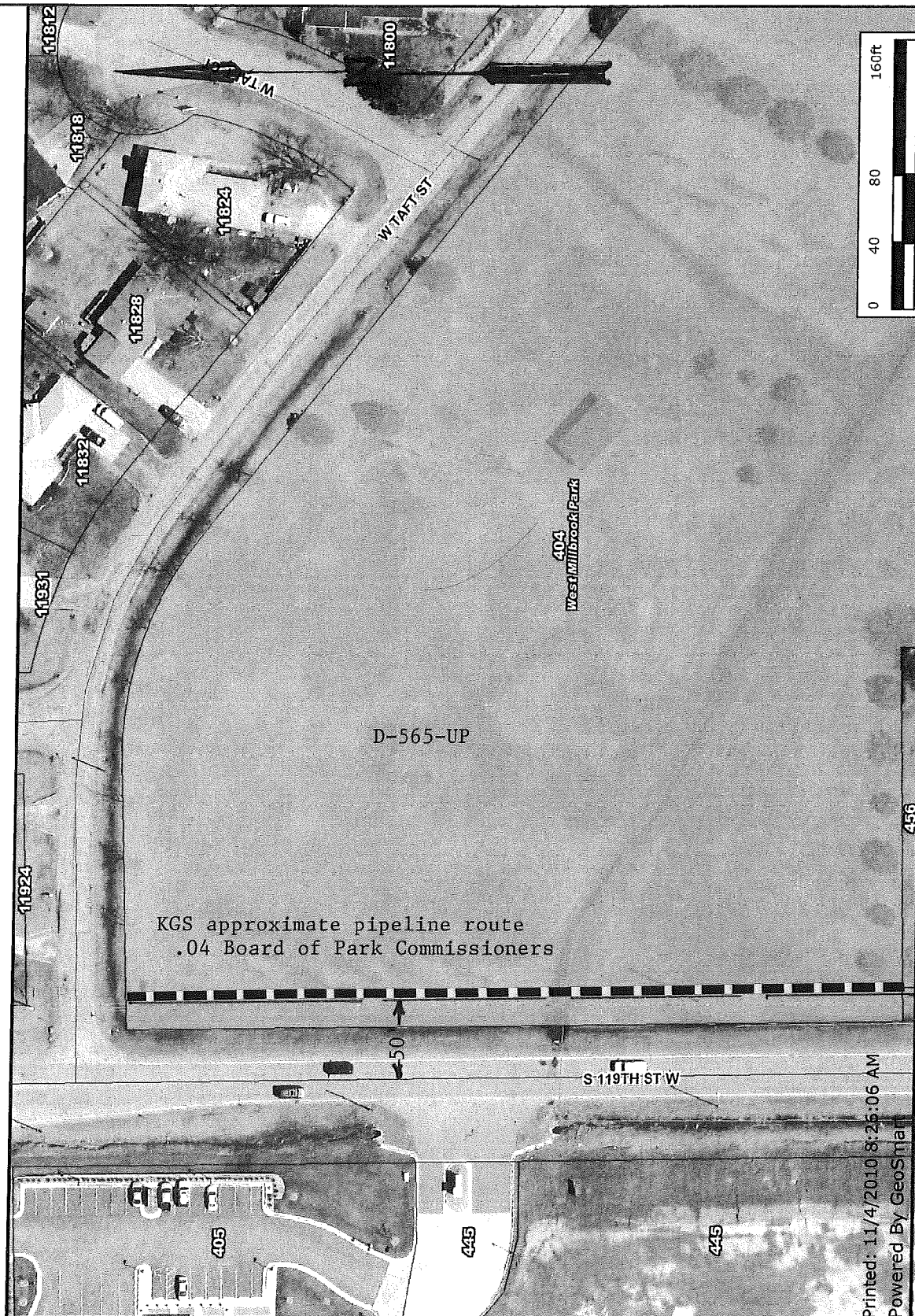
2010-311.07 CITY OF WICHITA

PAGE 4 OF 4



- City Limit
- Boundaries
- Property Parcels
- Parks
- Airports
- City Limits
- Small Cities
- Sedgwick County
- Wichita

FOR REFERENCE ONLY



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FOR REFERENCE ONLY

- ☐ City Limit
- ☐ Boundaries
- ☐ Property Parcels
- ☐ Parks
- ☐ Airports
- ☐ City Limits
- ☐ Small Cities
- ☐ Sedgwick County
- ☐ Wichita



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.





- ☐ City Limit
- ☐ Boundaries
- ☐ Property Parcels
- ☐ Parks
- ☐ Airports
- ☐ City Limits
- ☐ Small Cities
- ☐ Sedgwick County
- ☐ Wichita

FOR REFERENCE ONLY



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City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Kid Rock)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Kid Rock February 1, 2011 7:00 am – February 2, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Winter Jam)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Winter Jam February 27, 2011 7:00 am – February 28, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council Members

SUBJECT: Street Resurfacing Project on K-15 Highway, between I-135 and the Kansas Turnpike (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the Agreement.

Background: The Kansas Department of Transportation (KDOT) has a street resurfacing (KLINK) program available for cities which have highway connecting links within their city limits. The KLINK program is intended for resurfacing improvements on the connecting links, which are maintained by the cities.

KDOT has advised the City of Wichita that KLINK Fiscal year 2011 funds in the amount of \$200,000 have been allocated for a resurfacing project on K-15, between I-135 and the Kansas Turnpike.

Analysis: The estimated total cost of this project is \$400,000. The attached Agreement provides that KDOT will reimburse the City in the amount of fifty percent of the approved construction cost including construction engineering and contingencies, but not to exceed a maximum of \$200,000.

Financial Considerations: Funding in the amount of \$200,000 is available in the 2010 Street Rehabilitation Program for the local portion of the cost of this project.

Goal Impact: This agreement addresses the Efficient Infrastructure Goal by providing improved, safer highway connecting links within the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

PROJECT NO. 15-87 U-0036-01
KLINK 1R RESURFACING PROJECT
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation**, Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

The City of Wichita, Kansas, hereinafter referred to as the “City,”

Collectively referred to as the “Parties.”

PURPOSE: The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the “Project.” The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. the City desires to construct a street resurfacing Project on K-15, a city connecting link in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

DEFINITIONS

City Connecting Link – a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting like of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designed as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program – a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project – mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK 1R Resurfacing Program for K-15 from the KTA Bridge to I-135.

Project Description – the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as described in the PURPOSE or Project paragraphs above.

Eligible/Participating Bid Items – all bid items that pertain to Project resurfacing and stripping along the connecting link only. The eligible resurfacing may include mill and overly reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulder resurfacing is participating bid item if a shoulder exists on the city-connecting link. Traffic loop replacement is eligible on the connecting link when milling will destroy the existing loop(s). Installation of a traffic signal video detection system is eligible along the connecting ink if the City can demonstrate to the Secretary installation of such a system will be less expensive than replacing

and maintaining traffic signal loops. The hauling of millings to one pre-arranged location within the City and minor adjustments of existing manhole rings to match the final surface are participating bid items.

Non-Eligible/Non-Participating Bid Items – roadway resurfacing does not include bridge deck patching, curb and gutter (repair or new construction), storm sewers, construction or repair of driveways or sidewalks, sidewalk ramps, major manhole adjustments or reconstruction of manholes, utility adjustments, adjustment of surveying monument, any warranty contract for the Project, mountable or barrier curbed medians, work performed outside the Project termini, work performed outside the city limits, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) – the state’s fiscal year July 1 and ends on June 30 of the following calendar year.

TERMS OF AGREEMENT

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$200,000.00, as the Secretary’s total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustment, and items not participating in the KLINK 1R Resurfacing Program.
2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specification.

ARTICLE II

THE CITY AGREES:

1. The participating Project limits as described in the PURPOSE or Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing along the Project. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.
2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK 1R Resurfacing Program for this Project.
3. To the extent permitted by law and subject to maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property of claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City’s employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.
4. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary of the City defends a third party’s claim, the contractor shall indemnify the Secretary of the City or both incur in defending the claim.
5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS &E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the

portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK 1R Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, north the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To follow a schedule for design and development of plans that will allow the Projects to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT KLINK Program Manager, Bureau of Local Projects electronically between November 1 and March 1 of the Project's programmed fiscal year. All correspondence must be sent by e-mail. project PPS&E received Later than May 1 of the programmed fiscal year shall require the Project to move into the future fiscal year.

PROJECT NO. 15-87 U-0036-01
KLINK 1R RESURFACING PROJECT
CITY OF WICHITA, KANSAS

AGREEMENT

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The City desires to construct a street resurfacing Project on K-15, a city connecting link in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

DEFINITIONS

City Connecting Link - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK 1R Resurfacing Program for K-15 from the KTA Bridge to I-135.

Project Description - the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as described in the PURPOSE or Project paragraphs above.

Eligible/Participating Bid Items - all bid items that pertain to Project resurfacing and stripping along the connecting link only. The eligible resurfacing may include mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulder resurfacing is participating bid item if a shoulder exists on the city-connecting link. Traffic loop replacement is eligible on the connecting link when milling will destroy the existing loop(s). Installation of a traffic signal video detection system is eligible along the connecting link if the City can demonstrate to the Secretary installation of such a system will be less expensive than replacing and maintaining traffic signal loops. The hauling of millings to one pre-arranged location within the City and minor adjustments of existing manhole rings to match the final surface are participating bid items.

Non-Eligible/Non-Participating Bid Items - roadway resurfacing does not include bridge deck patching, curb and gutter (repair or new construction), storm sewers, construction or repair of driveways or sidewalks, sidewalk ramps, major manhole adjustments or reconstruction of manholes, utility adjustments, adjustment of surveying monuments, any warranty contracts for the Project, mountable or barrier curbed medians, work performed outside the Project termini, work performed outside the city limits, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

TERMS OF AGREEMENT

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items not participating in the KLINK 1R Resurfacing Program.

2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE II

THE CITY AGREES:

1. The participating Project limits as described in the PURPOSE or Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing along the Project. The Project roadway resurfacing may include all eligible items as defined above.

Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK IR Resurfacing Program for this Project.

3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

4. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary of the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK IR Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT KLINK Program Manager, Bureau of Local Projects electronically between November 1 and March 1 of the Project's programmed fiscal year. All correspondence must be sent by e-mail. Project PPS&E received later than May 1 of the programmed fiscal year shall require the Project to move into the future fiscal year.

8. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. To prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed no less than twelve (12) feet back of the right of way line.

10. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

11. It is understood the City (or the City's consultant) shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD)

12. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

13. To maintain control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. The final design plans shall depict the entire KLINK 1R Project location. The eligible/participating bid items shall be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. **The City or the City's consultant shall receive a Final Review of PS&E notice from KDOT stating the final review of the plans, specifications, and estimates (PS&E) is complete before the City can advertise the Project for bid letting. If the City lets the Project to contract prior to receiving the Final Review of PS&E notice from KDOT, the City acknowledges and agrees the funding for Project may be cancelled for the Project.** The City agrees to furnish KDOT an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

The City agrees, immediately after the Project is let, to inform the KDOT KLINK Program Manager, Bureau of Local Projects and the KDOT Area Engineer the date the contract is let and the total contract amount. The City agrees to submit electronically the Bid Tabulations, the Notice of Award, and the Signed Contract Documents (scanned) to the KDOT KLINK Program Manager, Bureau of Local Projects before obtaining a "Notice of Work Starting" from the KDOT Area Engineer. The City shall obtain a "Notice of Work Starting" from the Area Engineer's office prior to

beginning any construction on the Project. **Any work completed prior to receipt of a "Notice of Work Starting" shall be considered ineligible for participation and such costs shall be the responsibility of the City.**

15. With the following: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor; (e) a failure to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of the Agreement; (f) if the Secretary determines the City has violated applicable provisions of ADA, violation shall constitute a breach of the Agreement; (g) if (e) or (f) occurs, the Agreement may be cancelled, terminated or suspended in whole or in part.

16. To require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. The City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance website.

17. To provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK IR Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

19. The City upon completion of the Project shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the KLINK Program Manager, Bureau of Local Projects that the Project was completed in substantial compliance with the final design plans and specifications.

20. It will obtain final acceptance of the Project via email from the KDOT Area Engineer.

21. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any

other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. It will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The Project will be constructed within the limits of the existing right of way.
2. The final design plans and specifications are by reference made a part of this Agreement.
3. It is the policy of the Secretary to make final payments to the City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require the City to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The City agrees if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, the City will refund to the Secretary the total amount of monies paid for same.

The City shall agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. Any of the following Project changes require the City to send a formal notice to the Secretary for approval:
 - a. Fiscal year the Project is to be let
 - b. Project length
 - c. Project location
 - d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall inform the Secretary of any changes in the plans and specifications.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

7. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

APPROVAL AS TO FORM


Gary Rebenstorf, Director of Law

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Third Amendment to the Contract for Professional Engineering Services for Remediation of Harcros/TriState (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the amendment.

Background: The City of Wichita has a contract with Burns & McDonnell, to design, construct, and operate an air sparge/soil vapor extraction (AS/SVE) remediation system at the Harcros/TriState Central Source Site, which is a source of contamination to the Gilbert and Mosley groundwater pollution project. The City Council approved the contract on April 11, 2006. The fee was \$273,310. The first and second amendments to the contract were for a larger system, indoor air sampling, and data acquisition. The amendments were approved by the City Council on September 11, 2007 for a new total contract cost of \$420,800.

Analysis: The remediation system has been in constant service since October of 2007 and has removed more than 1,200 pounds of contamination from the site. However, the system has not reached the cleanup goals and will require additional time to operate before the City can decommission the system. Additional operation and maintenance until April 2013 and associated remediation activities (including system optimization and possible excavation and disposal of contaminated soils) have been proposed by Burns & McDonnell on a unit cost basis for a fee of \$196,510.

Financial Considerations: Burns & McDonnell's total fee including the 3rd amendment is \$617,310. Funding is available within the 2010-2013 budgets in the Gilbert and Mosley remediation fund.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the amendment and authorize the necessary signatures.

Attachment: Contract amendment.

3rd AMENDMENT TO THE CONTRACT-FP500104

THIS AMENDMENT TO THE CONTRACT is entered into this 25th day of January, 2011, by and between the City of Wichita, Kansas, a Municipal Corporation, hereinafter called "CITY", and Burns & McDonnell Engineering Company, Inc., hereinafter called "Consultant"

WITNESSETH THAT:

WHEREAS, on the 11th of April, 2006, the above-named parties entered into a contract to Design/Build, Operate and Maintain for two years an Air Sparge and Soil Vapor Extraction (AS/SVE) Remediation system at a property known as Harcros/TriState, as source of pollution to the groundwater of the Gilbert & Mosley Groundwater Pollution Site, and where the AS/SVE system would remove or reduce soil contamination levels at Harcros/TriState so that it would "no longer" be a source of pollution to the groundwater; and

WHEREAS, the CITY, under settlement agreement with the Kansas Department of Health Environment (KDHE), must apply to and receive approve from KDHE for Remediation Activities conducted in the Gilbert & Mosley Site; and

WHEREAS, the CITY, by direction of KDHE, enlarged the design of AS/SVE system resulting in an increase to the original contract (1st Amendment to the Contract-July 2007), and had the Contractor install and run the system for two years which has resulted in a significant reduction of soil contamination but not to the extent required by KDHE; and

WHEREAS, THE CITY 'S contract with the contractor allowed contingencies in order to meet the remediation needs of the site will now include a third, fourth, and fifth year of operation and maintenance and other necessary remediation activities (system optimization) as well as possible soil excavation and disposal as outlined in the scope of work in Attachment A and for an amount of \$196,510; and

NOW THEREFORE, the above named parties hereby agree to amend the sum outlined in the contract Paragraph V, Subparagraph B to a not-to-exceed amount of \$617,310 and to include the scope of work as outlined in Attachment A hereto (\$420,800 approved on September 17, 2007 plus \$196,510 equals \$617,310).

Except to the extent expressly modified herein, all other terms and other tasks outlined in the contract remain the same.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

CITY OF WICHITA

ATTEST:

Carl E. Brewer, Mayor

Karen Sublett, City Clerk

Burns & McDonnell Engineering Co., Inc.

APPROVED AS TO FORM:

By _____

Gary E. Rebenstorf, Director of Law

Attachment A-Scope of Work
Tri-State Central/Harcros Source Areas
Wichita, Kansas
(Revised October 29, 2010)

The City of Wichita (CITY) has contracted with Burns & McDonnell to provide environmental consulting and engineering services required to complete various phases of remediation for the TriState Central and Harcros source areas located within the Gilbert and Mosley Site.

The CITY'S contract with Burns & McDonnell (dated April 11, 2006) established the initial scope of work and budget for the anticipated project efforts. These project efforts remain within the general scope of the Contract; however, the initial two year operation period of the contract has expired and additional effort is required for continued system operation.

Work to be conducted consists of operation and maintenance of the remedial systems, system modification to enhance contaminant recovery, and soil testing to confirm system performance.

The detailed scope of work to be conducted is provided below.

Task #4-Operation and Oversight of AS/SVE System

Q: Additional Operation Costs

(Continue O&M through April, 2013)

Burns & McDonnell will provide additional system operation and maintenance at the contract price of \$1,208.33 per month through April 2013. The scope includes monthly visits to provide routine system maintenance and the collection of effluent air samples to monitor system performance.

The total cost for this effort is \$50,749.86

Task #5-Performance Monitoring and Reporting

R: Performance and Reporting in accordance with KDHE approval

Burns & McDonnell will provide 4 performance evaluation reports for 2010, 2011, 2012 and 2013. The unit cost for each evaluation report is \$3,000.

The total cost for this effort is \$12,000.

Monitoring/Sampling/Analysis

M: Soil Samples and Analysis

N: Groundwater Samples and Analysis

Burns & McDonnell will collect soil samples to evaluate system performance. The scope includes collecting samples from both Sites (Harcros and Tri-State Central) and the analysis of a total of 150 soil samples. The scope of work also includes the collection of a total of 98 groundwater samples from existing groundwater monitoring wells during 6 semiannual sampling events occurring in October 2010, April 2011, October 2011, April 2012, October 2012, and April 2013.

The soil groundwater samples will be submitted to an analytical laboratory for volatile organic compound (VOC) analysis. Results of the soil sampling will be provided in a report and assistance will be provided to the City in negotiations with Kansas Department of health and

Attachment A-Scope of Work
Tri-State Central/Harcros Source Areas
Wichita, Kansas
(Revised October 29, 2010)

Environment (KDHE) to achieve site closure. The unit cost for each soil sample is \$250 and the unit cost for each groundwater sample is \$200

The additional cost for this effort is \$57,100.

Construction

B: Air Sparging & SVE Equipment

D: Piping PVC

E: Conduit/Wiring

Burns & McDonnell will perform non-routine system maintenance items including repair of blower vanes, well heads, fittings, blower, repair, and replacement of suction hose and wiring up to an equipment and labor cost of \$17,099.89.

The estimated cost for this effort is \$17,163.89.

Construction

H: SVE wells

H.a. Horizontal SVE wells

The scope of work includes the installation of 5 new vertical soil vapor extraction (SVE) wells, 5 new horizontal SVE wells, and 3 more monitoring wells (\$1,870 for each of 5 vertical SVE wells; \$1,500 for each of 5 horizontal SVE wells; and \$1,400 for each of the monitoring wells). These system modifications will be performed to optimize remediation based on the results of the first round of soil sampling as described in section above.

The cost estimate for this effort is \$21,050.

Optional Task #6

T: Excavate, Loading, Hauling, and Disposal of Special Waste Soil

U: Excavate, Loading, Hauling, and Disposal of Uncontaminated Soil

The scope of work includes the special waste disposal of 65.78 tons of special waste soil and 14 tones of uncontaminated soil handled during the system installation. Additional soil removal may be necessary and a contingency of 200 tons of special waste soil is included. This may be used if the soil testing results in contaminated soils that will not be cleaned up by the treatment system.

The cost estimate for this effort is \$24,946.25.

Optional Task #7

B1: Indoor Air Sampling

The scope of work includes the required indoor air sampling during the remedial system operations. Three indoor air samples will be collected from the required structures in winter months. The contract rate for each indoor air sample is \$1,500. Nine additional samples are included for 2011, 2012, and 2013.

Attachment A-Scope of Work
Tri-State Central/Harcros Source Areas
Wichita, Kansas
(Revised October 29, 2010)

The cost estimate for this effort is \$13,500.

Costs: The Authorized budget for this project is \$420,800, The cost of this amendment is \$96,510. This amendment brings the total authorized budget to \$517,310.

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement for 2760 South Roosevelt (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: An agreement has been prepared to permit Brookside Vida En Cristo United Methodist Church to occupy and maintain an existing structure on, over, and across a utility easement. The church was built in 1957 and in 1988, 1,830 square feet was added to the building. A portion of the original building was built over a storm water line. Property is legally described as:

Lot 2, Block N, Planeview Sub No. 1, Wichita, Kansas

Analysis: The agreement allows the City of Wichita to be held harmless from any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action of whatsoever nature, for loss of or damage to the property resulting from the construction, presence, maintenance, use, repair or removal of the City encroachment permitted under the agreement.

Financial Considerations: There is no cost to City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable to an existing development.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement, authorize the necessary signatures and approve filing with the Register of Deeds.

Attachments: Hold Harmless Agreement.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND BROOKSIDE VIDA EN CRISTO UNITED METHODIST CHURCH, INC., hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the City has agreed and committed to vacate an unused, platted utility easement running roughly east-west on Owner's property located at Lot 2 Block N Planeview Sub No. 1, also known as 2760 S. Roosevelt, Wichita, Kansas; and

WHEREAS, it is an historical fact that a portion of the existing church building on Owner's property was constructed over an existing underground storm sewer line, and encroaches upon said line within the area depicted on the attached Exhibit Sheet "ASD-102", hereinafter referred to as Tract "A"; and

WHEREAS, Owner intends to construct a building addition on said property.

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and maintain, over and across the aforesaid storm sewer line, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement sewer line.
- (2) The Owner agrees that it will not begin any additional construction or improvements, on, over and across the said storm sewer line without first obtaining from the City's Central Inspection Department approval of any and all plans and specifications for such improvements.
- (3) In the event that the existing storm sewer line or other underground storm sewer structure located on Owner's property is planned or requires replacement, repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated, at Owner's sole election and choice, to either: (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said storm sewer line; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.
- (4) The Owner agrees to protect and indemnify the City against any increased cost that may accrue to it due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said storm sewer line. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the portion of the existing underground storm sewer line that is subject to the encroachment described above.

- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement; provided, however, that the City shall give written notice of intent to terminate under this paragraph, and that Owner shall have not less than sixty (60) days in which to cure such failure and avoid termination.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.
- (9) Owner's agreement to the terms set forth above is expressly conditioned upon the City's vacation of the utility easement described above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

CITY OF WICHITA, KANSAS

By

Carl Brewer, Mayor
CITY

ATTEST:

By

Karen Sublett
City Clerk

APPROVAL AS TO FORM

By

Gary Rebenstorf
Director of Law

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2011, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public

My Commission Expires: _____

BROOKSIDE VIDA EN CRISTO UNITED METHODIST CHURCH

By _____

OWNER

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2011, before me, a Notary Public, in and fore said county and state, came _____, to me persc

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public

My Commission Expires: _____

SECTION I

Legal Description:

Lot 2, Block N, Planeview Subdivision No. 1, Wichita, Sedgwick County, Kansas.

AND

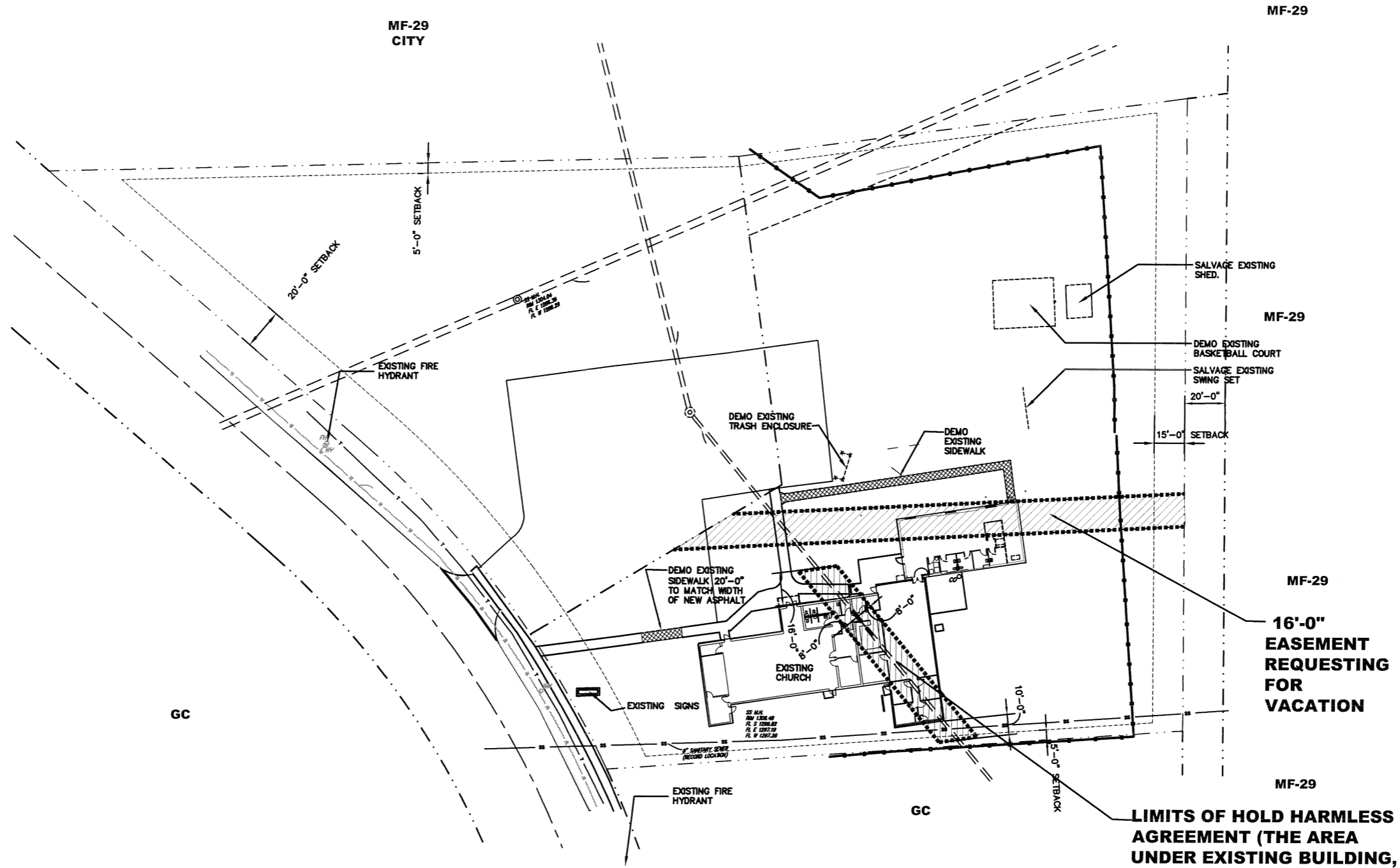
Part of Block V, beginning at the Northwest corner of Lot 2, Block N; thence Southeast 162.55 feet; thence Southwest along the Northerly line of said Lot 2, Block N, 144.80 feet to the Easterly right-of-way of Roosevelt Street; thence Northwesterly on a curve to the left 129.19 feet; thence Northwesterly 203 feet; thence Northeast 342.21 feet to beginning, Planeview Subdivision No. 1, Wichita, Sedgwick County, Kansas.

HOLD HARMLESS AGREEMENT

We file this Hold Harmless Agreement attachment sheet ASD-102 for the following reasons:

THE ATTACHMENT SHEET ASD-102 IS AN EXHIBIT TO SHOW THE LIMITS OF THE HOLD HARMLESS AGREEMENT. IT SHOWS THE AREA UNDER EXISTING BUILDING, OFFSET CENTERLINE OF STORM SEWER PIPE 8'-0" ON EITHER SIDE. EXTEND 16'-0" BEYOND THE FACE OF THE BUILDING ON THE NORTH AND EXTEND 10'-0" BEYOND THE FACE OF THE BUILDING ON THE SOUTH OR DISTANCE LIMITED BY THE PROPERTY BOUNDARY.

Tract A

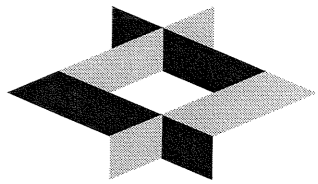


LIMITS OF HOLD HARMLESS AGREEMENT (THE AREA UNDER EXISTING BUILDING, OFFSET CENTERLINE OF STORM SEWER PIPE 8'-0" ON EITHER SIDE. EXTEND 16'-0" BEYOND THE FACE OF THE BUILDING ON THE NORTH AND EXTEND 10'-0" BEYOND THE FACE OF THE BUILDING ON THE SOUTH OR DISTANCE LIMITED BY THE PROPERTY BOUNDARY).

ARCHITECTURAL SITE PLAN - DEMO

0' 10' 30' 60' 1"=30'-0.0"

86



GLMV Architecture
420 S. Emporia, Wichita, KS 67202
Tel: (316) 265-9367

125 S. Washington, Wichita, KS 67202
Tel: (316) 262-0451

www.glmv.com



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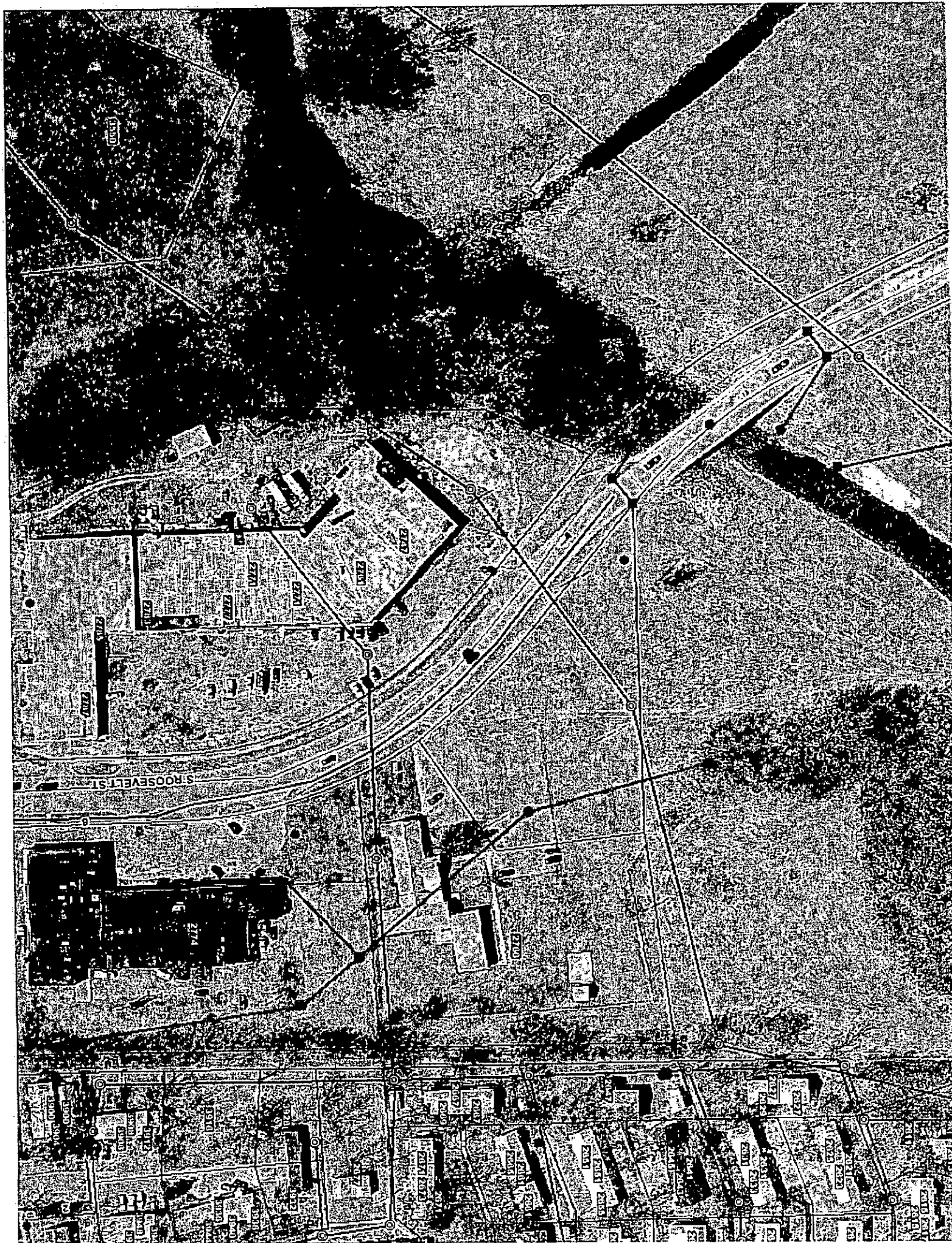
GLMV Architecture, Inc.

**BROOKSIDE/ HUNTER
HEALTH CLINIC**
2760 S. Roosevelt
Wichita, Kansas 67210

8/9/10	For Construction
Mark	Date: Description

**ARCHITECTURAL
SITE DEMOLITION**

Job No.	23.059	ASD-102
Date	08/09/10	
Drawn	EMK	
Checked	KMH	
Dwg. 1 of 22		



**City of Wichita
City Council Meeting
January 25, 2011**

TO: Mayor and City Council

SUBJECT: Joint Funding Agreement with USGS for Hydrobiological Monitoring Program for Phase II of the Equus Beds Recharge Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Joint Funding Agreement

Background: The City created a Hydrobiological Monitoring Plan (HBMP) in 1999, prior to implementation of the Aquifer Storage and Recovery (ASR) Program. The purpose of the HBMP is to provide the City with baseline of environmental conditions before implementation of ASR and to evaluate subsequent changes in selected environmental measurements that may be related to ASR.

As part of the HBMP, City staff has collected various environmental data including water chemistry, macro-invertebrate, and fish samples along the Arkansas and Little Arkansas Rivers and tributaries. Samples also were collected by the United States Geological Survey (USGS), Kansas Department of Health and Environment (KDHE), Kansas Division of Wildlife and Parks (KDWP), and others along the Arkansas and Little Arkansas Rivers and tributaries, as well as in the Equus Beds Aquifer (by USGS).

As various phases of the ASR Program are implemented, sampling to assess and evaluate changes in the quality of streams and the aquifer potentially impacted by the ASR Program are conducted on a routine basis.

This six-year HBMP agreement between the City of Wichita and the USGS (January 2011 through September 2016) includes data collection and interpretation by USGS to monitor biological aspects and evaluate effects of the ASR Phase 2 intake facility on the Little Arkansas River for the Equus Beds recharge project. It will also replace some activities previously performed by the City for a number of programs including the Equus Beds artificial recharge project, as well as sets the protocols for future monitoring for NPDES programs for wastewater and storm water, and public health protection related to the Riverfest and recreation in the Arkansas River.

The City needs to have the following tasks provided prior to Phase II of the ASR Program being implemented:

1. Establish two additional sampling locations on the Little Arkansas River at the ASR Phase II River Intake site to establish baseline conditions prior to residuals being returned to the river as part of the NPDES Permit.
2. Revise the 1999 HBM Plan to include the residuals return line at the ASR Phase II River Intake Site and to reflect modifications to future ASR phases from the original conceptual design.
3. Publish a Sampling Protocol to establish quality assurance and quality control procedures for sampling events at the established locations on the Little Arkansas and Arkansas Rivers, as well as the aquifer. Publish a USGS report describing the results of sampling in 2013.

The proposed HBMP meets the regulatory needs related to the ASR Program, and includes a proposal to meet the future needs of the National Pollutant Discharge Elimination System (NPDES) for wastewater point sources and storm water programs, and a bacteria alert system in the Arkansas River.

Analysis: This agreement provides for:

1. An initial pilot study to develop approaches and meet regulatory requirements for the Phase II intake facility on the Little Arkansas River. Activities include continuous water-quality monitoring, water quality sampling and sampling of macroinvertebrates, sediments, and fish species. These data will be used to document conditions in the Little Arkansas River.
2. A proposal for a larger-scale HBMP and effort that encompasses and consolidates the required assessment activities for water quality including biological quality and fish in the Wichita area to meet regulatory and operational needs for the ASR project, NPDES wastewater and stormwater, and provide for public recreation safety in the Arkansas River. There is no direct fee associated with this proposal and it will include the tasks that City Staff had formerly done for the 1999 HBMP as well as monitoring desires that Stormwater, Sewage Treatment and Environmental Services as well as Water and have requested as future needs from USGS.
3. Published USGS reports detailing the determined methods and results.

Financial Consideration: As outlined in this Agreement, the City's share of the costs for the HBMP is \$170,740 in 2011, \$192,300 in 2012, \$225,710 in 2013, \$52,300 in 2014, \$55,700 in 2015, and \$59,300 in 2016, for a total of \$756,050 during the six year period. The USGS would provide \$130,000 in 2011, \$125,000 in 2012, \$150,000 in 2013, \$35,000 in 2014, \$35,000 in 2015 and \$35,000 in 2016, for a total of \$510,000 during the six year period.

Funding for this Agreement will be included in the Production and Pumping Operations budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by ensuring that the Little Arkansas River is properly monitored as it is used by municipal, irrigation and domestic users.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the 2011 through 2016 Joint Funding Agreement and authorize the necessary signatures.

Attachments: Joint Funding Agreement.

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: KS006
Agreement #: 11C4KS001800000
Project #: 8595194
TIN #: 48-6000653
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
HYDROLOGIC INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1ST day of JANUARY, 2011, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF WICHITA, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Proposed Hydrobiological Monitoring Program with initial data collection at the Phase 2 Little Arkansas intake facility for the Equus Beds artificial recharge project, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$510,000 by the party of the first part during the period
JANUARY 1, 2011 to SEPTEMBER 30, 2016

(b) \$756,050 by the party of the second part during the period
JANUARY 1, 2011 to SEPTEMBER 30, 2016

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: KS006
Agreement #: 11C4KS001800000
Project #: 8595194
TIN #: 48-6000653

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **QUARTERLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

City of Wichita, KS

USGS Point of Contact

Name: Andrew Ziegler
Address: 4821 Quail Crest Place
Lawrence, KS 66049
Telephone: 785-832-3539
Email: aziegler@usgs.gov

Customer Point of Contact

Name: Deb Ary
Address: 1815 W Pine
Wichita, KS 67203
Telephone: 316-269-4760
Email: DAry@wichita.gov

Signatures

By Walter R. Aucott Date 12/2/10
Name: Walter Aucott
Title: Director, KS WSC

Signatures

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

Approved as to Form:
By Gary E. Rebenstorf Date 12/27/2010
Name: Gary E. Rebenstorf
Title: City Attorney

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Contract for Worker's Compensation Medical Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the contract.

Background: As required by State law, the City of Wichita provides medical treatment for City employees injured on the job. This treatment is coordinated through a contracted medical services provider.

Analysis: A competitive Request for Proposal (RFP) was prepared and issued by Purchasing. A total of three responses were received. A Staff Screening and Selection Committee was convened with representatives defined under AR 1.2, plus the City's contracted worker's compensation attorney. The Selection Committee conducted detailed interviews with each respondent. On the basis of the detailed interviews, the discounts offered from the Kansas Workers Compensation Fee Schedule, the service locations, the return to work philosophy and the treatment philosophy, the Selection Committee unanimously recommended Via Christi Rehabilitation Center, Inc.

Performance standards were subsequently developed by City staff and incorporated in the recommended medical services contract. These standards are designed to ensure that injured City employees are treated promptly and that enhanced efforts are made to provide work status reports and long-term treatment plans for the benefit of both the employee and the employer.

Financial Considerations: The City Workers Compensation 2011 Adopted Budget includes a total of \$3.3 million for medical treatment of City employees injured on the job. The estimated contract value of the Via Christi Rehabilitation Center, Inc. contract is \$80,000. All payments will be made at a rate not to exceed the current Worker's Compensation Schedule of Medical Fees set forth under K.S.A. 44-501i and the rates contained in their formal proposal to the City, as applicable.

Goal Impact: The program is a part of the Internal Perspective goal. The self-insured workers compensation program is a part of the City's strategic plan to provide immediate medical treatment to its injured employees with goals to provide quality treatment at a competitive cost to the City.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the contract with Via Christi Rehabilitation Center, Inc. for one (1) year with an option to renew for up to four additional one-year terms and authorize the necessary signatures.

Attachment: Contract

CONTRACT **for** **TREATMENT OF WORKERS COMPENSATION INJURIES**

THIS CONTRACT entered into this 1st day of March, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **VIA CHRISTI REHABILITATION CENTER, INC.**, 1151 N Rock Road, Wichita, KS 67211, Telephone Number (316) 687-9794, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal (Formal Proposal FP030063) for Treatment of Workers Compensation Injuries; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal FP030063 which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the **CITY** of Wichita as part of the proposal letting process for Formal Proposal FP030063, shall be considered a part of this contract and is incorporated by reference herein.

Performance Standards: **VENDOR** shall comply with the following performance standards. Periodically and when requested, the **Vendor** shall provide data to indicate actual performance provided as related to these standards.

Vendor will treat both walk-in and scheduled patients during posted office hours (8 am-5 pm) Monday through Friday, with after-hours services provided on a case-by-case basis.

Vendor will ensure that the average office lobby wait time per patient will not exceed 20 minutes upon patient arrival.

In the case of non-emergency situations, **City of Wichita Risk Management** will select or approve each specialty referral prior to scheduling.

Vendor will provide work status reports at the time of appointment for each patient after each visit.

After the first 120 days of continuous treatment, Vendor will provide a patient specific status report. This report will include the patient's current condition, treatment plans and prognosis and will be provided to the employee and the City.

Vendor will provide faxed copies of each work status report to City of Wichita Risk Management within 24 hours of each visit at no additional charge.

Vendor will submit all billing statements on a monthly basis.

Vendor will attach a copy of the corresponding narrative or report to each billing.

Vendor will allow all billing statements to be payable by credit card.

Vendor agrees to remain in business and have an office accessible to the City of Wichita for the term of this Contract.

Upon mutual agreement and approval of this Contract, Vendor will be available to provide services effective March 1, 2011.

2. **Compensation.** CITY agrees to pay to **VENDOR** a fee not to exceed that regulated by the date applicable Worker's Compensation Schedule of Medical Fees set forth under KSA 44-510i or by fees otherwise discounted from the Fee Schedule between the **VENDOR** and a third party as per the proposal, plans, specifications, addenda and **VENDOR**'s proposal of September 24, 2010 and as approved by the City Council on January 25, 2011.

PROVIDER PANEL A

Reimbursement for Workers Compensation medical services for injury and illness care shall not exceed 85% of the providers billed charges, or the maximum fee schedule amount established by applicable law, whichever is less. The Provider Panel includes the following:

Via Christi Occupational & Environmental Clinics
2535 East Lincoln Clinic
501 North Maize Road Clinic

PROVIDER PANEL B

Reimbursement for Workers Comp medical services for injury and illness care shall not exceed 90% of the providers billed charges, or the maximum fee schedule amount established by applicable law, whichever is less. This Provider Panel includes the following:

Via Christi Regional Medical Center
St. Francis Campus
St. Joseph Campus
St. Theresa Campus

Our Lady of Lourdes Rehabilitation Hospital

All Via Christi Outpatient Rehabilitation Clinics

PROVIDER PANEL C

Reimbursement for Workers Comp medical services for injury and illness care shall not exceed 95% of the providers billed charges, or the maximum fee schedule amount established by applicable law, whichever is less. This Provider Panel includes the following:

Kansas Surgery and Recovery Center
Advanced Orthopaedic Associates
Midwest Surgical, P.A.
Anesthesia Consulting Services, P.A.
ElectroNeuro Diagnostic (Mobile)

3. **Term.** The term of this contract shall be for a one (1) year period from March 1, 2011 through February 28, 2012 with an option to renew for four (4) additional one year annual renewal option period(s) under the same terms and conditions by mutual consent of both parties. This contract is subject to cancellation by the CITY, at its discretion at any time within the original contract term or within any successive renewal, upon sixty (60) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Workers' Compensation/Employers Liability for minimum limits of:
Employers Liability \$100,000 each accident

c. **VENDOR** will furnish the CITY a copy of appropriate medical malpractice insurance with CITY listed as a certificate holder for the coverage. The Insurance Certificate must contain the following:

A. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Vendor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **VENDOR** represents the he or she is duly authorized by the contractor or **VENDOR** to execute this contract, and that the contractor or **VENDOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Karen Sublett
City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Date

VIA CHRISTI REHABILITATION
CENTER, INC.

Cynthia LaFleur

(Signature)

Cynthia LaFleur

(Print Name)

President

(Title-President or Corporate Officer)

Carl Brewer
Mayor

EXHIBIT A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability", and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subcontract order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 6: ASR Program Management Services
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No 6.

Background: On October 3, 2000, the City Council approved and instructed staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. The Integrated Local Water Supply Plan includes the use of a number of local water supply sources that will be used together to meet the City's water supply needs through the year 2050. On July 10, 2007, the City Council authorized Phase II of the Aquifer Storage and Recovery (ASR) Project.

A Request For Proposal for Program Management Services was issued July 11, 2007, with two proposals being received by Purchasing on August 8, 2007. The Staff Screening and Selection Committee (SSSC) met August 20, 2007, to hear presentations from R.W. Beck and CH2M-Hill. Based on proposals and presentations, the SSSC voted unanimously to recommend that the proposal from R.W. Beck be accepted. On December 20, 2007, the City Council approved an agreement with R.W. Beck for ASR Program Management Services through 2008. On December 2, 2008, the City Council approved a Supplemental Agreement with R.W. Beck to continue Program Management Services for the ASR Phase II through 2009. On December 22, 2009, the City Council approved Supplemental Agreement with R.W. Beck to continue Program Management Services for the ASR Phase II through 2010.

Analysis: The Integrated Local Water Supply Plan includes a number of components, the most significant of which is the Equus Beds ASR. The project will eventually capture up to 100 million gallons-per-day (MGD) from the Little Arkansas River and recharge it into the Equus Beds Aquifer. Staff estimates that the dewatered component of the aquifer can hold up to 65 billion gallons, or about the same amount of water as is stored in Cheney Reservoir.

Phase II of the project will capture up to 30 MGD with a surface water intake and treat the water prior to transmitting the water into recharge wells. The treatment plant and intake will be constructed assuming that a total of 60 MGD of direct surface water will ultimately be captured and treated at these facilities, with up to 90 MGD possible by completion of this project.

Public Works & Utilities does not have the number of staff and resources to adequately manage a project of this scope, which is estimated to cost over \$250 million.

Significant changes to the original Program Management Services Agreement reflected in Supplemental No. 6 are:

1. Design Administration will become Project Administration, which includes office staff involvement in construction projects/contracts and management (including procurement of subcontractors) of other ASR-related projects such as the hydrogen peroxide residual studies, AOC formation evaluation, the Main WTP evaluation, and others as needed.

2. Program Controls activities are reduced to reflect efficiencies gained from previous years' experience and utilization of established templates and processes.
3. Administration of the Geochemical Pilot Testing work has been eliminated since this study is complete.
4. Model Peer Review activities have been reduced since the Operations Model peer review is complete; however, the Groundwater Model peer review effort will continue through 2011.
5. A Phase II Startup and Operations Plan Development task has been added, which will result in an electronic O&M manual for the ASR Phase II system.
6. A task has been added for management of the Hydrobiological-biological Monitoring Plan (HBMP) in 2011.
7. A task has been added to develop a Wellfield Operations Tool that will enable the City to manage its recharge credit inventory and to optimize production and recovery operations.
8. Construction Observation services associated with the SWTP and River Intake have been reduced to reflect completion of these structures in summer 2011.

These services are essential to the successful completion and operation of the ASR Phase II project and/or future phases of the ASR water supply program. The total amount for Program Management Services is estimated to be \$2,649,105 for the 2011 calendar year, which represents an 18 percent reduction from 2010 services.

Program management services on projects of a similar nature (Prairie Water in Aurora, CO; Freeport Project in Sacramento, CA) are in the 3-to-7 percent range. The estimated total cost of the Program Management Agreement is expected to be \$12.3 million when ASR Phase II is complete. That represents 6.9 percent of construction cost. A collection of services (easement/ROW acquisition, special studies, material testing, groundwater model peer review, process testing/certification, diversion well pilot study, geochemistry pilot testing, treatment plant construction observation, and administration of Bureau of Reclamation agreement), valued at approximately \$4.3 million, are included in the \$12.3 million cost that are not typical of traditional program management services. Program management services typically consist of design and construction procurement and coordination, project documentation, project controls and standards, project scheduling and coordination, partial payment review and public involvement coordination. If the costs of these non-traditional services are deducted from the \$12.3 million figure, the cost of the traditional portion of program management services is about 4.5 percent of construction cost. Staff will bring a final Program Management Supplemental Agreement to the City Council in late 2011 for services to take the project to completion in 2012. With the approval of Supplemental Agreement No. 6, the City will have committed a total of \$11.2 million through 2011 to program management related services.

Financial Considerations: The original agreement for Program Management Services was an amount not to exceed \$1,406,303 through 2008. Supplemental Agreement No. 1 for \$108,000 provided aerial photography of the project area for use by all project design engineers. Supplemental Agreement No. 2 for \$481,590 provided surveying of the entire project area. (Note: Supplemental Agreement No. 2 was about \$262,000 less than the amount quoted by the design firm for this work.) Supplemental Agreement No. 3 for continuation of Program Management Services through 2009 is for \$2,964,561. Supplemental Agreement No. 4 was for an amount not to exceed \$570,000 and provided Technical Advisory Services, Pilot testing of the Advances Oxidation Process (AOP), Groundwater Flow Model peer Review and Diversion Well Investigation. Supplemental Agreement No.5 was for \$3,562,202 and continued Program Management Services through 2010. Supplemental Agreement No. 6 is for \$2,649,105 and will continue Program Management Services through 2011.

Funding for this service is available in Capital Improvement Program W-549, Water Supply Projects, which will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has approved Supplemental Agreement No. 6 as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 6 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 6.

CITY OF WICHITA
City Council Meeting
January 25, 2011

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land for a Pipeline Easement at the Northwest Corner of 135th Street West and 125th Street North for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northwest Corner of 135th Street West and 125th Street North (the Sedgwick-Harvey County Line) is a pipeline easement for water transmission. The pipeline easement consists of 3.26 acres. A 3.34 acre temporary easement adjacent to the pipeline easement is required during construction. The land is currently vacant and in agricultural production.

Analysis: The owner agreed to convey the necessary land for \$15,000. This amount is comprised of \$8,711 (\$2,672 an acre) for the 3.26 acres of pipeline easement; \$1,785 (\$535 an acre) for the 3.34 acre temporary easement; and \$4,504 for crop damages. This amount is higher than the estimated appraised value of \$11,363 (\$7,856 for the easements and \$3,507 as crop damages), however; settlement avoids the risk associated with eminent domain and saves the associated administrative costs and time involved with the process.

Financial Considerations: A budget of \$16,000 is requested; this includes \$15,000 for the acquisition, \$1,000 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funds for the proposed acquisition.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2011 by and between the Barbara A. Mundy Revocable Trust, dated November 30, 1998, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 85.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northeast corner of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the east line of said Southeast Quarter on an assumed bearing of S01°01'42"E, 645.00 feet to the southeast corner of a tract described in Deed Book 206, Page 74; thence S89°41'32"W, 843.24 feet along the south line of said Deeded tract to the Point of Beginning; thence S42°55'57"E, 1262.45 feet to the Point of Termination, said point lying on the east line of said Southeast Quarter and lying S01°01'42"E, 1573.99 feet from the northeast corner of said Southeast Quarter. Said tract contains 2.13 acres, more or less, excluding the east 60 feet.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the south line of said tract described in Deed Book 206, Page 74 and the east line of said Southeast Quarter.

AND

The west 25 feet of the east 60 feet of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas lying south of the south line of a tract described in Deed Book 206, Page 74. Said tract contains 1.13 acres, more or less, excluding road right of way.

Temporary Easement (Construction – Parcel "B") A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northeast corner of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the east line of said Southeast Quarter on an assumed bearing of S01°01'42"E, 645.00 feet to the southeast corner of a tract described in Deed Book 206, Page 74; thence S89°41'32"W, 843.24 feet along the south line of said Deeded tract to the Point of Beginning; thence S42°55'57"E, 1262.45 feet to the Point of Termination, said point lying on the east line of said Southeast Quarter and lying S01°01'42"E, 1573.99 feet from the northeast corner of said Southeast Quarter. Said tract contains 2.15 acres, more or less, excluding the east 60 feet.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the south line of said tract described in Deed Book 206, Page 74 and the east line of said Southeast Quarter.

AND

The west 30 feet of the east 90 feet of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas lying south of the south line of a tract described in Deed Book 206, Pg 74. Said tract contains 1.19 acres, more or less, excluding road right of way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 20, 2011.
6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.
7. Possession to be given to Buyer on date of closing.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Barbara A. Mundy, Trustee
Barbara A. Mundy Revocable Trust
dated November 30, 1998

BUYER:

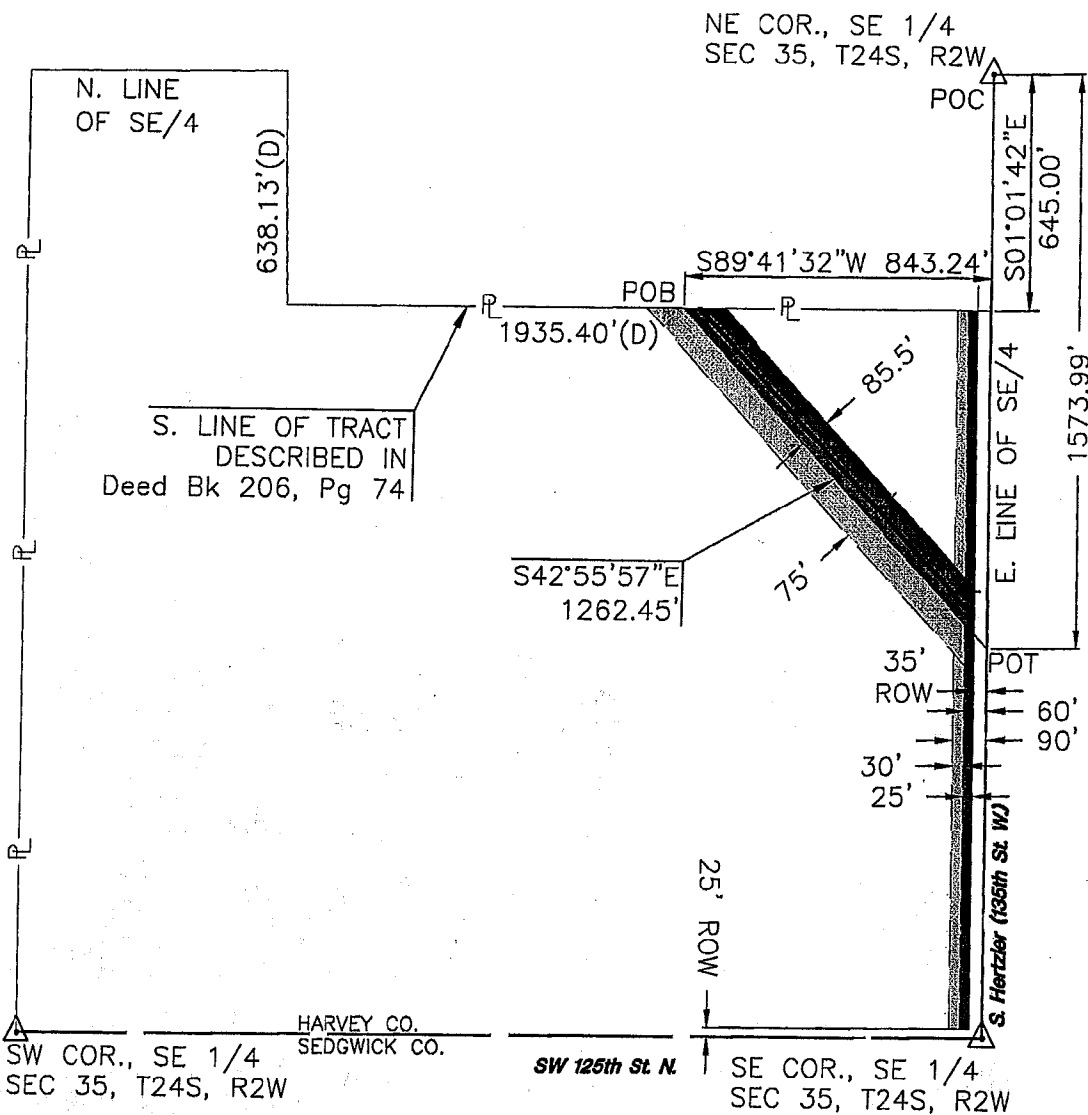
Carl Brewer, Mayor

ATTEST:

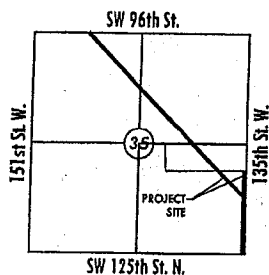
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



SCALE: 1" = 500'



VICINITY MAP

AREA TABLE

EASEMENT

E Tract: 1.13
SE Tract: 2.13
Total: 3.26

CONST ESMNT

E Tract: 1.19
SE Tract: 2.15
Total: 3.34

LEGEND

D - Described

POC - Point of Commencement

POB - Point of Beginning

POT - Point of Termination

Easement 3.26 acres
Excluding road right of way.

Construction Easement 3.34 acres
Excluding road right of way.

Proposed Water Line

OWNER:

Mundy, Barbara A. Trustee
Barbara A. Mundy Revocable Trust
119 N. Centennial Place
Colwich, KS 67030



Camp Dresser & McKee
345 Riverway, Ste. 520
Wichita, KS 67203
Tel: (316) 680-6700
consulting • engineering • construction • operations

I:\MAP\2008\08248\DWG APRIL 2009\TRACT MAPS\43 REVISED.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE

PROJECT NAME

TRACT 43

SHEET TITLE

DFL

DESIGN BY:

APRIL 2009

JULY 2009 revised

DATE

DSN/AAM/DM

DRAWN BY:

08248

JOB NO.

CWL/JCM

CHECKED BY:

1 / 2

SHEET/TOT

EASEMENT

A 85.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northeast corner of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the east line of said Southeast Quarter on an assumed bearing of S01°01'42"E, 645.00 feet to the southeast corner of a tract described in Deed Book 206, Page 74; thence S89°41'32"W, 843.24 feet along the south line of said Deeded tract to the Point of Beginning; thence S42°55'57"E, 1262.45 feet to the Point of Termination, said point lying on the east line of said Southeast Quarter and lying S01°01'42"E, 1573.99 feet from the northeast corner of said Southeast Quarter. Said tract contains 2.13 acres, more or less, excluding the east 60 feet.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the south line of said tract described in Deed Book 206, Page 74 and the east line of said Southeast Quarter.

AND

The west 25 feet of the east 60 feet of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas lying south of the south line of a tract described in Deed Book 206, Pg 74. Said tract contains 1.13 acres, more or less, excluding road right of way.

CONSTRUCTION EASEMENT

A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northeast corner of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the east line of said Southeast Quarter on an assumed bearing of S01°01'42"E, 645.00 feet to the southeast corner of a tract described in Deed Book 206, Page 74; thence S89°41'32"W, 843.24 feet along the south line of said Deeded tract to the Point of Beginning; thence S42°55'57"E, 1262.45 feet to the Point of Termination, said point lying on the east line of said Southeast Quarter and lying S01°01'42"E, 1573.99 feet from the northeast corner of said Southeast Quarter. Said tract contains 2.15 acres, more or less, excluding the east 60 feet.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and terminate on the south line of said tract described in Deed Book 206, Page 74 and the east line of said Southeast Quarter.

AND

The west 30 feet of the east 90 feet of the Southeast Quarter, Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas lying south of the south line of a tract described in Deed Book 206, Pg 74. Said tract contains 1.19 acres, more or less, excluding road right of way.

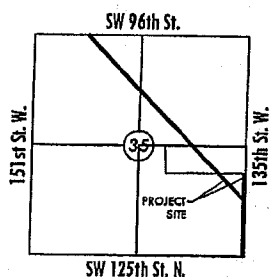
AREA TABLE

EASEMENT

E Tract: 1.13
SE Tract: 2.13
Total 3.26

CONST ESMNT

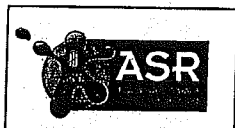
E Tract: 1.19
SE Tract: 2.15
Total 3.34



VICINITY MAP

OWNER:

Mundy, Barbara A. Trustee
Barbara A. Mundy Revocable Trust
119 N. Centennial Place
Colwich, KS 67030



CDM

Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 860-0700
consulting • engineering • construction • operations



411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

I:\MAP\2008\08248\DWG APRIL 2009\TRACT MAPS\43 REVISED.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE

PROJECT NAME

TRACT 43

SHEET TITLE

DFL

DESIGN BY,

APRIL 2009

JULY 2009 revised 08248

DATE

DSN/AAM/DM

DRAWN BY,

JULY 2009

JOE NO.

CWL/JCM

CHECKED BY,

2 / 2

SHEET/OF



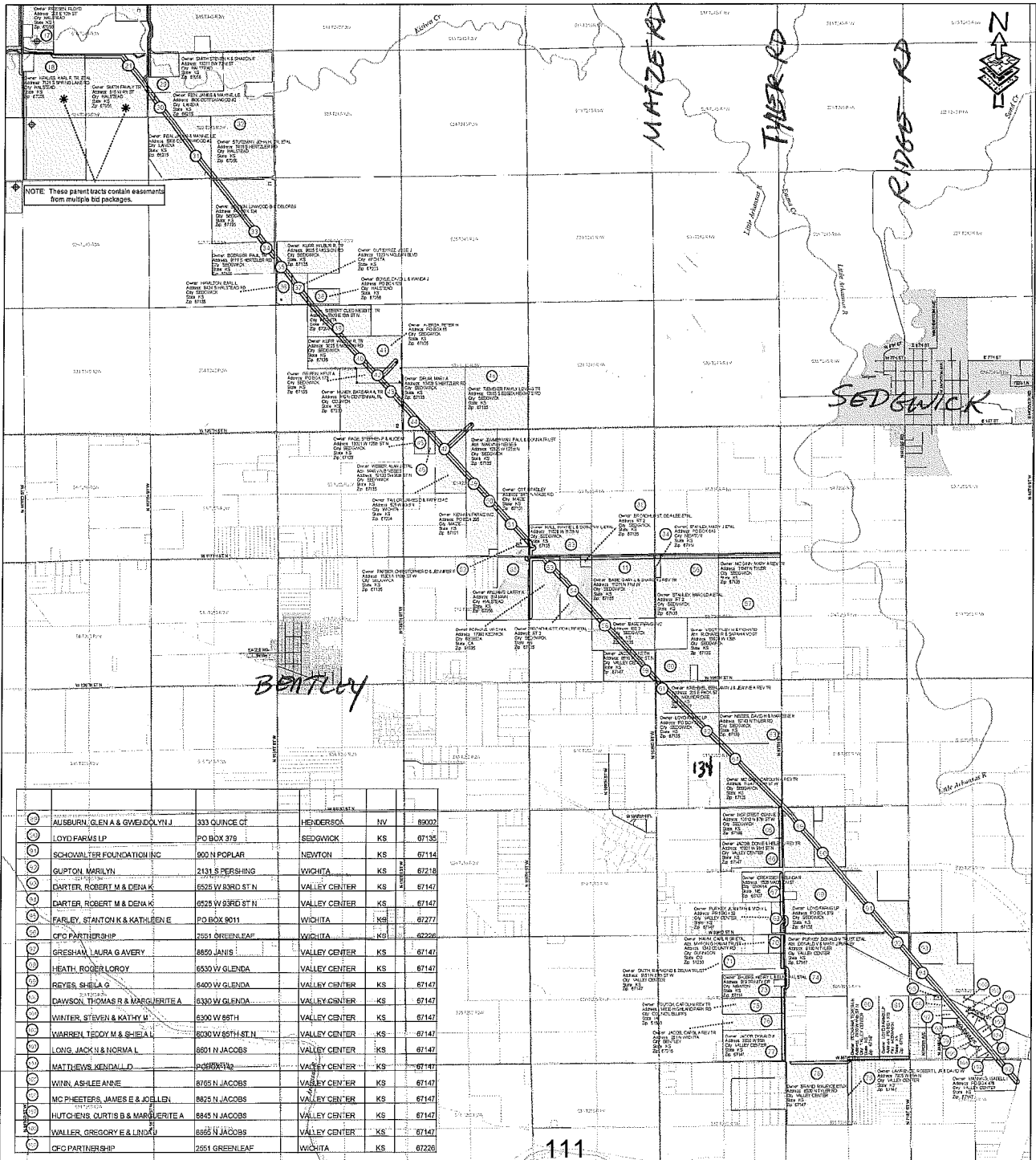
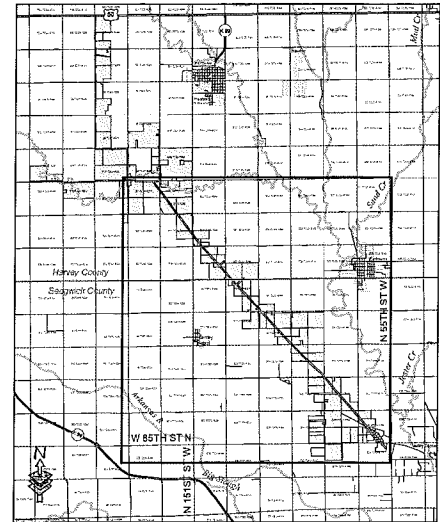
BID PACKAGE 1

Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- Parent Tract ID Number

Q:\200707665\Brent\Project GIS\ASR Bid Package2 Easements.mxd
 Last saved 7/2/2009 by SAD
 NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
 Projection: Lambert Conformal Conic
 Professional Engineering Consultants, P.A.
 303 S. Topoka
 Wichita, KS 67202
 Ph. (316) 262-2891
 © 2006 Professional Engineering Consultants, P.A.



City of Wichita
City Council Meeting

January 25, 2011

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I, III and VI

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On January 10, 2011, the Board of Code Standards and Appeals conducted hearings on the three (3) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 2139 E. Shadybrook	I
b. 2961 / 2965 S. Rutan (duplex)	III
c. 2524 W. 36 th N.	VI

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita that cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on March 8, 2011 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

PUBLISHED IN THE WICHITA EAGLE ON JANUARY 28 AND FEBRUARY 4, 2011

RESOLUTION NO. 11-014

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 3, BLOCK 3, BUILDERS SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2139 E. SHADYBROOK MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of January 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 8th day of March 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 3, BLOCK 3, BUILDERS SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2139 E. SHADYBROOK, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 33 x 25 feet in size. Vacant for at least 10 months, this structure has a shifting concrete foundation; cracking brick siding; and the front porch is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of January 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON JANUARY 28 AND FEBRUARY 4, 2011

RESOLUTION NO. 11-015

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 6, BLOCK D, PLANEVIEW SUBDIVISION NO. 2, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS KNOWN AS 2961 / 2965 S. RUTAN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of January 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 8th day of March 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 6, BLOCK D, PLANEVIEW SUBDIVISION NO. 2, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, known as: 2961 / 2965 S. RUTAN, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 24 x 57 feet in size. Vacant for at least 1 year, this structure has a deteriorated concrete block foundation with missing concrete blocks; missing asbestos siding shingles; deteriorated rear and front porches; rotted wood trim; and the 8 x 10 and 10 x 12 foot metal accessory structures are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of January 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON JANUARY 28 AND FEBRUARY 4, 2011

RESOLUTION NO. 11-016

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 8, BLOCK B, MERIDIAN GARDENS SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2524 W 36TH N MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of January 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 8th day of March 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 8, BLOCK B, MERIDIAN GARDENS SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2524 W 36TH N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A double wide manufactured home about 30 x 70 feet in size. Vacant for at least 3 years; this structure has shifting block supports; deteriorated composition roof; deteriorated front porch; deteriorated wood trim; and the 24 x 24 detached garage, 8 x 10 metal accessory structure, 8 x 8 metal accessory structure and 10 x 10 concrete safe room are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of January 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 6

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2139 E. SHADYBROOK** and legally described as: **LOT 3, BLOCK 3, BUILDERS SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 8, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 33 x 25 feet in size. Vacant for at least 10 months, this structure has a shifting concrete foundation; cracking brick siding; and the front porch is deteriorated.

(b) Street Address: 2139 E. SHADYBROOK

(c) Owners:
Ruby Nolan
c/o Audrey Graves
5510 Falcon Lane
Bel Aire KS 67220

Alix Benton Welch (Executor)
2010 N Keith Ct
Wichita KS 67212

Ray Nolan
1823 N Green
Wichita KS 67214

Charlesetta Watie
1907 N Piatt
Wichita KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties:
Dorothy Latham
956 Harding
Wichita KS 67208

Elrecus Nolan
1642 N Hydraulic
Wichita KS 67214

Wayne E Hollman
1620 N Terrace
Wichita KS 67208

Brenda Jean Noiles
PO Box 175
Kalkaska MI 49646

DATE: January 10, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2139 E. SHADYBROOK

LEGAL DESCRIPTION: LOT 3, BLOCK 3, BUILDERS SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 25 feet in size. Vacant for at least 10 months, this structure has a shifting concrete foundation; cracking brick siding; and the front porch is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 6

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2961 / 2965 S. RUTAN** and legally described as: **LOT 6, BLOCK D, PLANEVIEW SUBDIVISION NO. 2, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 8, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24 x 57 feet in size. Vacant for at least 1 year, this structure has a deteriorated concrete block foundation with missing concrete blocks; missing asbestos siding shingles; deteriorated rear and front porches; rotted wood trim; and the 8 x 10 and 10 x 12 foot metal accessory structures are dilapidated.

(b) Street Address: 2961 / 2965 S. RUTAN

(d) Owners:
Dorothy L. Alexander & Clarence L. Alexander
c/o Robert Alexander
8406 E Harry #419
Wichita KS 67207

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: January 10, 2011

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 2961 / 2965 S. RUTAN

LEGAL DESCRIPTION: LOT 6, BLOCK D, PLANEVIEW SUBDIVISION NO. 2, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 57 feet in size. Vacant for at least 1 year, this structure has a deteriorated concrete block foundation with missing concrete blocks; missing asbestos siding shingles; deteriorated rear and front porches; rotted wood trim; and the 8 x 10 and 10 x 12 foot metal accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 6

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2524 W 36TH N** and legally described as: **LOT 8, BLOCK B, MERIDIAN GARDENS SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 8, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A double wide manufactured home about 30 x 70 feet in size. Vacant for at least 3 years; this structure has shifting block supports; deteriorated composition roof; deteriorated front porch; deteriorated wood trim; and the 24 x 24 detached garage, 8 x 10 metal accessory structure, 8 x 8 metal accessory structure and 10 x 10 concrete safe room are deteriorated.

(b) Street Address: 2524 W 36TH N

(e) Owners:
Raymond L. Stone
POST ON PROPERTY

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

Barbara S. Stone
PO Box 47492
Wichita KS 67201

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: January 10, 2011

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 2524 W 36TH N

LEGAL DESCRIPTION: LOT 8, BLOCK B, MERIDIAN GARDENS SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A double wide manufactured home about 30 x 70 feet in size. Vacant for at least 3 years; this structure has shifting block supports; deteriorated composition roof; deteriorated front porch; deteriorated wood trim; and the 24 x 24 detached garage, 8 x 10 metal accessory structure, 8 x 8 metal accessory structure and 10 x 10 concrete safe room are deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

For January 25, 2011 City Council Meeting

Proposed Assessment Rolls

Proposed Assessment Rolls have been prepared for two (2) water projects, two (2) sewer projects and two (2) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 28, 2011 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 11, 2011.

RECOMMENDED ACTION:	Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 8, 2011.
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For January 25, 2011 – City Council Meeting

Proposed Assessment Rolls

Proposed Assessment Rolls have been prepared for seven (7) paving projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 14, 2011 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 4, 2011.

RECOMMENDED ACTION:	Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 8, 2011.
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DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for December, 2010
DATE: January 3, 2011

The following claims were approved by the Law Department during the month of December 2010.

Ahmadullah, Shafi	\$ 949.17****
Alvarado, Guillermo	\$ 984.77**
Bischof, Chris	\$ 98.25
Cox, Jennifer	\$1,754.29****
Fisher, Adam	\$1,198.82****
Flippin, Alicia	\$ 429.00** ****
Gomez, Fernando	\$1,204.98****
Heitmann, Aaron	\$1,198.64****
Hendricks, Jeffrey	\$ 936.73****
Johnson, Albert	\$ 423.45**
Kalowski, Paul	\$1,192.32****
Kansas Gas Service	\$ 902.89**
Kansas Gas Service	\$ 593.78**
Keosyhauong, Johnny	\$1,076.05****
Klein, Jeff	\$1,567.08****
Langley, Matt	\$ 862.91****
Le, Phuoc	\$ 950.14****
Lind, Rasmus	\$1,494.57****
McClenahan, Gwen	\$1,405.42
Morton, Gerald	\$ 904.05****
Musgrave, Melissa	\$1,080.09****
Nguyen, Lam	\$ 976.21****
Pitman, Brian	\$1,602.03****
Smith, Jeremy	\$ 977.29****
Tiemeyer, Julia	\$ 214.89
Wheeler, Allen	\$ 846.17****

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

****Railroad Overspray Claim

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

City of Wichita
City Council Meeting
January 25, 2011

TO: Mayor and City Council Members

SUBJECT: Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer

INITIATED BY: Housing and Community Services Department

AGENDA ACTION: Consent

Recommendation: Approve the Memorandum of Agreement and authorize the necessary signatures.

Background: The City Council has approved Community Development Block Grant (CDBG) funding for the Home Improvement Loan program to be administered by the Housing and Community Services Department. This program provides financing to reduce the interest rate for qualified homeowners, in order for them to access home improvement loans through local lenders. The amount of the interest subsidy is 4% below the agreed-upon interest rate by the lending institution.

The owner of property located at 1235 South Main was approved for the Home Improvement Loan Program to install vinyl siding on the house and garage and replace a bay window on the north side of the house.

When approving home repair projects, the City is required to conduct an environmental review for all CDBG-funded activities. The HUD environmental review includes a Section 106 Review for compliance with federal historic preservation regulations. During the Section 106 Review process City staff consulted with the Kansas State Historic Preservation Officer (SHPO) and determined the following.

- The house at 1235 South Main Street is potentially eligible for listing in the National Register of Historic Places.
- The properties at 1219, 1231, 1245, 1253, 1200, and 1226 South Main Street are potentially eligible for listing in the National Register of Historic Places.
- The proposed project will have an adverse effect on the structure's eligibility for listing on the National Register of Historic Places. The proposed installation of vinyl siding over the existing wood siding and the materials associated with the proposed replacement of the bay window are not in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

According to Section 106 Review regulations, the determination of the project's adverse effect requires the City to enter into a Memorandum of Agreement (MOA) with the Kansas SHPO in order to proceed with the project as proposed. The MOA is a legally binding agreement that stipulates the actions that are necessary for the City to mitigate the adverse effects to the properties listed or eligible for listing in the National Register of Historic Places. The creation of the MOA requires the City to provide opportunities for public review and input. City staff published a public notice in the Wichita Eagle on September 13, 2010 and held a public meeting with the South Central Neighborhood Association on September 20, 2010.

Analysis:

Based on the public input received and the SHPO required mitigation actions for previous projects, City staff evaluated multiple mitigation action options for inclusion in the MOA. Ultimately, staff identified the action of distributing information packets to the owners of 24 properties in the Area of Potential Effect (identified during the Section 106 Review process) as the sole preferred mitigation action. The recommended mitigation action is included in a draft MOA, which was submitted to the Kansas SHPO for review. The SHPO has agreed to the conditions of the agreement and signed the MOA.

Financial Considerations:

The estimated cost to create and distribute the information packets will be less than \$500 and will be charged to Housing and Community Services Department CDBG accounts.

Goal Impact: This item impacts the Safe and Secure Community and Dynamic Core Area & Vibrant Neighborhoods goals.

Legal Considerations: The Memorandum of Agreement has been drafted in accordance with stipulations set forth in HUD's Code of Federal Regulations (36 CFR 800) and has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Memorandum of Agreement and authorize the necessary signatures.

Attachment: Memorandum of Agreement between the City of Wichita and the Kansas State Historic Preservation Officer.

MEMORANDUM OF AGREEMENT
BETWEEN CITY OF WICHITA
AND THE
KANSAS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
REHABILITATION PROJECT AT 1235 SOUTH MAIN, WICHITA, KANSAS

WHEREAS, the **CITY of Wichita** (CITY) plans to provide financial assistance to the property owner of 1235 S. Main (Project); and

WHEREAS, the CITY is acting as the Responsible Entity for the HUD environmental review, per 24 C.F.R. 58.2(a)(7); and

WHEREAS, the CITY plans to fund and carry out the rehabilitation Project pursuant to the Housing and Community Development Act of 1974 as amended, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. part 800; and

WHEREAS, the CITY has defined the undertaking's area of effect (A.P.E.) as all of the properties on the 1200 block of South Market as described in Attachment A; and

WHEREAS, the CITY has determined that the undertaking may have an adverse effect on 1235 S. Main, which is eligible for listing in the National Register of Historic Places; and 1219 S. Main; 1231 S. Main, 1245 S. Main, 1253 S. Main, 1200 S. Main, and 1226 S. Main, which are eligible for listing on the National Register of Historic Places, and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800; and

WHEREAS, the CITY, acting as the Responsible Entity, has conducted public outreach by hosting a public meeting on September 20, 2010 and published a public notice about the meeting and initiating a 15 day public comment period on September 13, 2010; a public meeting and invited public comments regarding the effects of the undertaking on 1235 S. Main; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the CITY has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii),

NOW, THEREFORE, the CITY and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic properties.

STIPULATIONS

The CITY shall ensure that the following measures are carried out:

I. DISTRIBUTION OF HOUSE MAINTENANCE EDUCATION MATERIALS

Packets containing educational materials about affordable home maintenance techniques including window repair, siding repair and proper preparation for painting that can preserve the historic integrity of structures, including DVDs with the CITY of Wichita Bob Yapp educational sessions, will be distributed to all of the individuals/ organizations that own property within the Project A.P.E. The packet will also contain information about the CITY of Wichita historic loan programs.

II. DOCUMENTATION

The City shall ensure that the property is documented with digital photographs and historical information prior to rehabilitation activities. The photographs and complete record of the building should be added to the KSHS Online Historic Resources Inventory Database (<http://khri.kansasgis.org/>) per the instructions described in the Tutorial section.

III. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the CITY shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, the CITY may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below. The CITY shall notify the signatories as to the course of action it will pursue.

IV. POST-REVIEW DISCOVERIES.

In the event that during the undertaking and implementation of the MOA stipulations, an unanticipated historic resource is discovered or event occurs, the CITY will immediately consult with the SHPO to determine if the MOA needs to be modified to address this resource/event.

V. EMERGENCY SITUATIONS

In the event of an emergency during the undertaking and implementation of the MOA stipulations the CITY will immediately consult with the SHPO to determine if the MOA needs to be modified to address this resource/event.

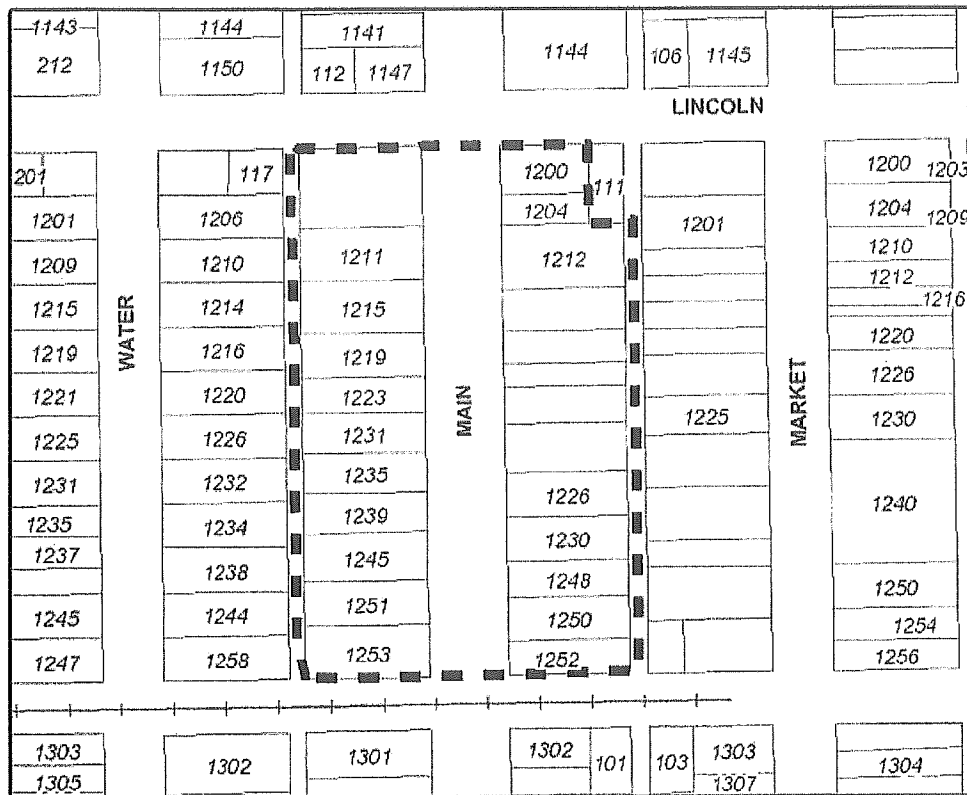
VI. MONITORING AND REPORTING.

Each year following the execution of this MOA until it expires or is terminated, the CITY shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in CITY's efforts to carry out the terms of this MOA.

**ATTACHMENT A
RESOURCES WITHIN THE AREA OF POTENTIAL EFFECT DETERMINED TO BE
ADVERSELY AFFECTED**

1235 S. Main Street - Proposed Renovation

Area of Potential Effect



■ Area of Potential Effect ▨ National Historic Register Listed Property

Resource	Eligibility Status
1235 S. Main Street	Determined to be potentially eligible for listing on the NRHP per the SHPO letter 8/18/2010
1211 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1215 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1219 S. Main Street	Determined to be potentially eligible Wichita Historic Preservation Office on 10/15/2010
1223 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1231 S. Main Street	Determined to be potentially eligible Wichita Historic Preservation Office on 10/15/2010
1239 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1245 S. Main Street	Determined to be potentially eligible Wichita Historic Preservation Office on 10/15/2010
1251 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1253 S. Main Street	Determined to be potentially eligible Wichita Historic Preservation Office on 10/15/2010
1200 S. Main Street	Determined to be potentially eligible Wichita Historic Preservation Office on 10/15/2010
1204 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1212 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1226 S. Main Street	Determined to be potentially eligible Wichita Historic Preservation Office on 10/15/2010
1230 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1248 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1250 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010
1252 S. Main Street	Determined not eligible Wichita Historic Preservation Office on 10/15/2010

VII. DISPUTE RESOLUTION.

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the CITY shall consult with such party to resolve the objection. If the CITY determines, within 30 days, that such objection(s) cannot be resolved, CITY will:

- A. Forward all documentation relevant to the dispute, including the CITY's proposed resolution to the ACHP. The ACHP shall provide the CITY with its advice on the resolution of the objection within thirty (30) days or receiving adequate documentation. Prior to reaching a final decision on the dispute, the CITY shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The CITY will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) time period, the CITY may make a final decision regarding the dispute and shall proceed accordingly. Prior to reaching such a final decision, the CITY shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. It is the City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

I. AMENDMENTS AND NONCOMPLIANCE

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all the signatories is filed with the ACHP.

II. TERMINATION

If the SHPO, City, or ACHP determines that the terms of the MOA will not or cannot be carried out, that party shall immediately consult with the other MOA signatories to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the CITY must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The CITY shall notify the signatories as to the course of action it will pursue.

EXECUTION of this Memorandum of Agreement by the CITY and Kansas SHPO, and implementation of its terms evidence that the CITY has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

CITY of Wichita

_____ Date _____
Carl Brewer, Mayor

Kansas State Historic Preservation Officer

12/20/10 Date Patrick Zollner

Jennie Chinn, State Historic Preservation Officer

Patrick Zollner, Deputy State Historic Preservation Officer for Jennie Chinn

Attest:

Karen Sublett, CITY Clerk

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

CITY OF WICHITA
City Council Meeting
January 25, 2011

TO: Mayor and City Council

SUBJECT: Donation of a Temporary Construction Easement at 3546 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the donation.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. It is necessary to obtain two temporary easements from the residential property at 3546 South Seneca to facilitate construction. The temporary easements consist of 375 square feet. No improvements are impacted as a result of the project.

Analysis: The larger of the two easements is comprised of 330 square feet. This easement is required at the driveway of 3546 South Seneca to allow the matching of the driveway grade with the newly constructed road, Seneca. The second easement consisting of 45 square feet is at the south end of the subject property adjacent to a neighboring driveway. The seller was offered the estimated appraised value of \$100, however; the seller has agreed to donate the necessary easements.

Financial Considerations: There is no cost to the City.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the Temporary Construction Easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement.

Attachments: Aerial map, tract map and the temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 3rd day of January, 2011, by and between Erik B. Eagles, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:


As temporary construction easement:

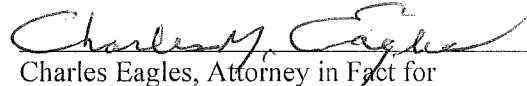
A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The North 22 feet of the South 62 feet of the West 10 feet of Lot 7, Block 7, Brentwood, an Addition to Wichita, Kansas; ALONG WITH The South 9 feet of the West 5 feet of said Lot 7.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.


IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.


Betty Eagles, Attorney in Fact for
Erik B. Eagles

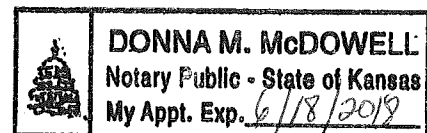

Charles Eagles, Attorney in Fact for
Erik B. Eagles

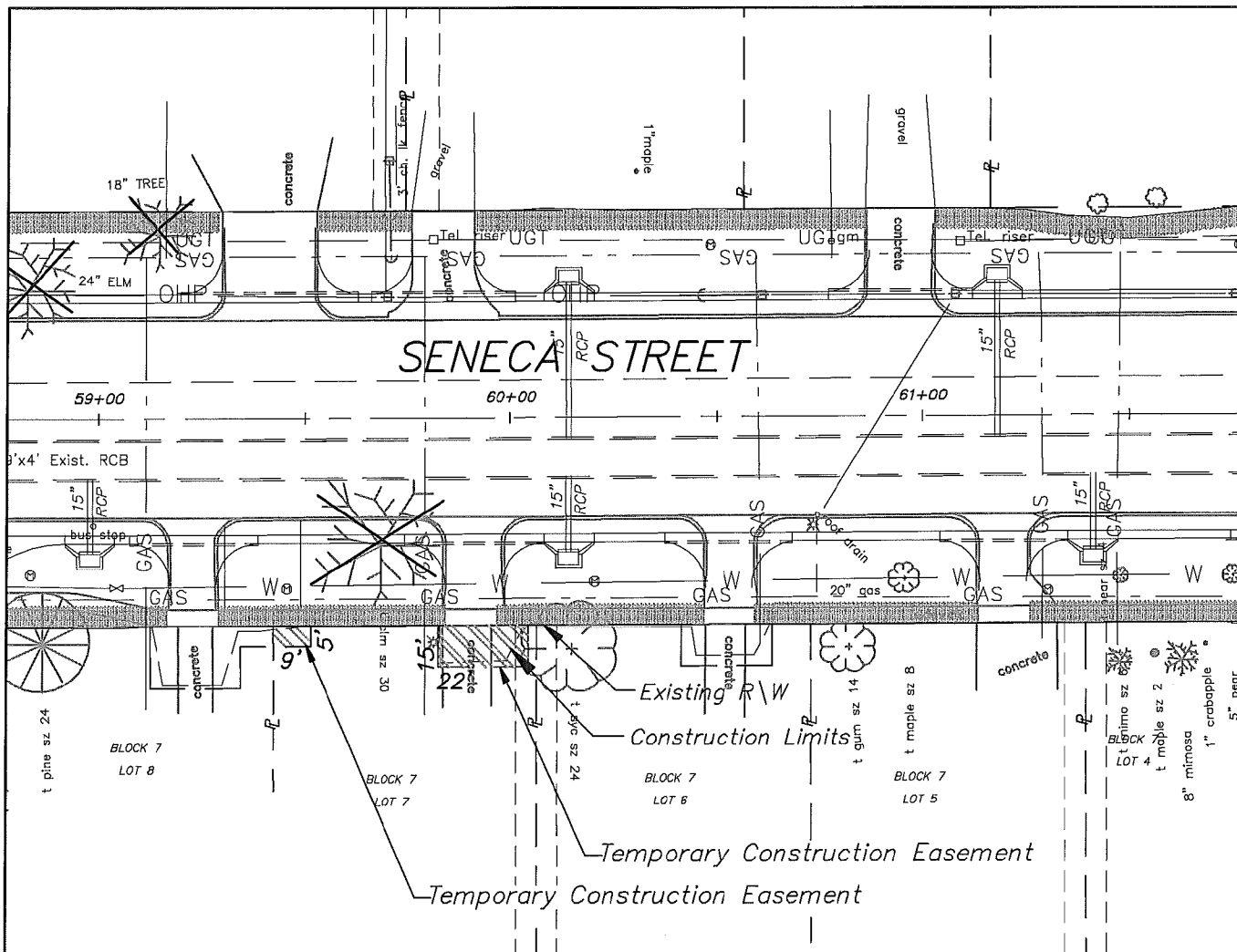
STATE OF KANSAS)
) ss:
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on the 3 day of January, 2011 by Betty Eagles and Charles Eagles, Attorney in Fact for Erik B. Eagles.



Notary Public

My Commission Expires:





Erik B. Eagles
3546 S SENECA

 Temporary Construction Easement

Proposed Temporary Construction Easement Legal Description:

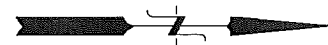
A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The North 22 feet of the South 62 feet of the West 10 feet of Lot 7, Block 7, Brentwood, an Addition to Wichita, Kansas; ALONG WITH The South 9 feet of the West 5 feet of Said Lot 7.

Tax Key # D 11194

Proposed Right-of-way Acquisition Size: 375 Sq. Ft. +/-

SENECA STREET
1-235 TO 31st STREET
TRACT MAP
ERIK B. EAGLES
SEC 8-T28S-R1E



SCALE: 1"=40'

May 03, 2010

3546 South Seneca



Printed: 1/11/2011 2:47:40 PM

Powered By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**City of Wichita
City Council Meeting
January 25, 2010**

TO: Mayor and City Council

SUBJECT: Emergency 24 Inch Water Transmission Main Repair (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project for repair of a water transmission main.

Background: On December 16, 2010, a 24 inch transmission water main ruptured in the intersection of Douglas and Handley. Douglas Avenue was closed to through traffic due to the amount of damage to street pavement and the size of the excavation needed to repair the water main. The Department of Public Works & Utilities did not have the equipment needed to repair the water main due to the size of the damaged area under the streets. An emergency contract with a private construction company was needed.

Analysis: Due to the amount of damage, the repair needed to be performed quicker than the formal bid process allows. Staff contacted three contractors. Wildcat Construction was the only contractor able to mobilize and send a crew to the job site the morning of December 16, 2010.

Financial Considerations: Wildcat Construction has sent an invoice for \$28,462 for the repair of the water main. Temporary pavement replacement cost is \$5,695. The permanent pavement replacement will be bid and completed in the spring of 2011. Funding is available in the Capital Improvement Project W-67, Distribution Mains-Replacement. The project will be funded from future water revenue bonds and/or Water Utility cash reserves.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency", allows the City Manager to authorize work to be performed by a contractor without formal bidding.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing reliable water service.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: None.

Second Reading Ordinances for January 25, 2011 (first read on January 11, 2011)

An Ordinance Amending Section 3.97.010 of the Code of the City of Wichita, Kansas, Pertaining to Expansion of the Area in which Sidewalk Vending is allowed within the City and Repealing the Original of Said Section.

ORDINANCE NO. 48-937

An ordinance amending Section 3.97.010 of the Code of the City of Wichita, Kansas, pertaining to expansion of the area in which sidewalk vending is allowed within the city and repealing the original of said section.